Part I – The Schedule

Section B

Supplies or Services and Prices/Costs
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B.1 DOE-B-2012 Supplies/Services Being Procured/Delivery Requirements (Oct 2014)

The Contractor shall furnish the all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this Contract as furnished by the Government) and otherwise do the all things necessary for, or incident to, the performance of work as described in Section C, Performance Work Statement (PWS).

B.2 Type of Contract

a. This is a performance-based Contract that includes Cost-Plus-Award-Fee (CPAF), Cost Reimbursement (CR) (non-fee bearing), Cost-Plus-Award-Fee (CPAF), and Indefinite Delivery/Indefinite Quantity (IDIQ) Contract Line Item Numbers (CLIN).

b. The Contract consists of the following CLINs (Table B-1):

<table>
<thead>
<tr>
<th>CLIN</th>
<th>CLIN Title</th>
<th>Contract Type</th>
<th>PWS Section(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Contract Transition (120 calendar days included in the 60 month Base Period of Performance)</td>
<td>CR (no fee)</td>
<td>Section C entitled, Contract Transition.1</td>
</tr>
<tr>
<td>0002</td>
<td>Hanford Site Benefit Plans</td>
<td>CR (no fee)</td>
<td>Section C entitled, Responsibilities for Sponsorship, Management and Administration of Contractor Section C.2</td>
</tr>
<tr>
<td>0003</td>
<td>Legacy Benefit Plans and Legacy Workers’ Compensation</td>
<td>CR (no fee)</td>
<td>Section C entitled, Responsibilities for Legacy Post-Retirement Benefit Plans and Legacy Workers’ Compensation Section C.3</td>
</tr>
<tr>
<td>0004</td>
<td>Infrastructure and Site Services</td>
<td>CPAF</td>
<td>Section C entitled, Infrastructure and Site Services.4</td>
</tr>
<tr>
<td>0005</td>
<td>DOE Small Business Procurement Pre-Award Support</td>
<td>CPAF</td>
<td>Section C entitled, DOE Small Business Procurement Pre-Award Support Section C.5</td>
</tr>
<tr>
<td>0006</td>
<td>UBS Usage-Based Services to be Provided to OHCs</td>
<td>CPAF</td>
<td>Section C entitled, Usage-Based Services to Be Provided to Other Hanford Contractors; Section H Clause entitled, Hanford Site Services.6 and Interface Requirements Matrix H.75, and Section J, Attachments J-3.a and J-3.b</td>
</tr>
<tr>
<td>0007</td>
<td>Infrastructure Reliability Projects</td>
<td>IDIQ</td>
<td>Section C entitled, Infrastructure Reliability Projects Section C.7 and Attachment J-15</td>
</tr>
</tbody>
</table>
### Table B-1. Contract CLIN Structure

<table>
<thead>
<tr>
<th>CLIN</th>
<th>CLIN Title</th>
<th>Contract Type</th>
<th>PWS Section(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0008</td>
<td>DOE Small Business Procurement Post-Award Support and Other Directed Work Scope Additional Assignments in Accordance with PWS</td>
<td>IDIQ</td>
<td>Section C entitled, DOE Small Business Procurement Post-Award Support and Other Directed Work Scope Section C.8</td>
</tr>
</tbody>
</table>

#### Option 1 Period of Performance (3624 months)

<table>
<thead>
<tr>
<th>CLIN</th>
<th>CLIN Title</th>
<th>Contract Type</th>
<th>PWS Section(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1002</td>
<td>Hanford Site Benefit Plans</td>
<td>CR (no fee)</td>
<td>Section C entitled, Responsibilities for Sponsorship, Management and Administration of Contractor Employee Pension and Other Benefit Plans Section C.2</td>
</tr>
<tr>
<td>1003</td>
<td>Legacy Benefit Plans and Legacy Workers’ Compensation</td>
<td>CR (no fee)</td>
<td>Section C entitled, Responsibilities for Legacy Post-Retirement Benefit Plans and Legacy Workers’ Compensation Section C.3</td>
</tr>
<tr>
<td>1004</td>
<td>Infrastructure and Site Services</td>
<td>CPAF</td>
<td>Section C entitled, Infrastructure and Site Services Section C.4</td>
</tr>
<tr>
<td>1005</td>
<td>DOE Small Business Procurement Pre-Award Support</td>
<td>CPAF</td>
<td>Section C entitled, DOE Small Business Procurement Pre-Award Support Section C.5</td>
</tr>
<tr>
<td>1006</td>
<td>UBS to be Provided to OHCs</td>
<td>CPAF</td>
<td>Section C entitled, Usage-Based Services to Be Provided to Other Hanford Contractors; Section H clause entitled, Hanford Site Services and Interface Requirements Matrix H.76, and Attachments J-3.a and J-3.b</td>
</tr>
<tr>
<td>1007</td>
<td>Infrastructure Reliability Projects</td>
<td>IDIQ</td>
<td>Section C entitled, Infrastructure Reliability Projects and Attachment J-15</td>
</tr>
<tr>
<td>1008</td>
<td>DOE Small Business Procurement Post-Award Support and Other Directed Work Scope Additional Assignments in Accordance with PWS</td>
<td>IDIQ</td>
<td>Section C entitled, DOE Small Business Procurement Post-Award Support and Other Directed Work Scope Section C.8</td>
</tr>
</tbody>
</table>

#### Option 2 Period of Performance (2436 months)

<table>
<thead>
<tr>
<th>CLIN</th>
<th>CLIN Title</th>
<th>Contract Type</th>
<th>PWS Section(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2002</td>
<td>Hanford Site Benefit Plans</td>
<td>CR (no fee)</td>
<td>Section C entitled, Responsibilities for Sponsorship, Management and Administration of Contractor Employee Pension and Other Benefit Plans Section C.2</td>
</tr>
<tr>
<td>CLIN</td>
<td>CLIN Title</td>
<td>Contract Type</td>
<td>PWS Section(s)</td>
</tr>
<tr>
<td>-------</td>
<td>---------------------------------------------------------------------------</td>
<td>---------------</td>
<td>-------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>2003</td>
<td>Legacy Benefit Plans and Legacy Workers’ Compensation</td>
<td>CR (no fee)</td>
<td>Section C entitled, Responsibilities for Legacy Post-Retirement Benefit Plans and Legacy Workers’ Compensation Section C.3</td>
</tr>
<tr>
<td>2004</td>
<td>Infrastructure and Site Services</td>
<td>CPAF</td>
<td>Section C entitled, Infrastructure and Site Services 4</td>
</tr>
<tr>
<td>2005</td>
<td>DOE Small Business Procurement Pre-Award Support</td>
<td>CPAF</td>
<td>Section C entitled, DOE Small Business Procurement Pre-Award Support Section C.5</td>
</tr>
<tr>
<td>2006</td>
<td>UBS to Be Provided to OHCs</td>
<td>CPAF</td>
<td>Section Sections C; Section H clause entitled, Hanford Site Services 6 and Interface Requirements Matrix H-76, and Attachments J-3.a and J-3.b</td>
</tr>
<tr>
<td>2007</td>
<td>Infrastructure Reliability Projects</td>
<td>IDIQ</td>
<td>Section C entitled, Infrastructure Reliability Projects 7 and Attachment J.15</td>
</tr>
<tr>
<td>2008</td>
<td>DOE Small Business Procurement Post-Award Support and Other Directed Work Scope Additional Assignments in Accordance with PWS</td>
<td>IDIQ</td>
<td>Section C entitled, DOE Small Business Procurement Post-Award Support and Other Directed Work Scope Section C.8</td>
</tr>
</tbody>
</table>

**Table B-1. Contract CLIN Structure**

**CLIN** = Contract Line Item Number  
**CPAF** = Cost-Plus-Award-Fee  
**CR** = Cost Reimbursement  
**DOE** = U.S. Department of Energy  
**IDIQ** = Indefinite Delivery/Indefinite Quantity  
**OHC** = Other Hanford Contractors  
**PWS** = Performance Work Statement  
**UBS** = Usage-Based Service

c. **CLIN Types:**

1. **CR (non-fee bearing) CLIN 0001 – Contract.**

2. **CLIN 0001 – Transition**

   - The Contract Transition Period is anticipated to be a period beginning with issuance of the Notice to Proceed (NTP). The Transition Period is as defined in the Section F clause 3, DOE-F-2003 entitled, Period of Performance – Alternate I and Alternate II (Oct 2014) (Revised). Costs are reimbursed on the basis of actual allowable costs incurred billed to the Contract, and there is no fee for the Contract Transition Period.

2. **CR (non-fee bearing) CLINs 0002, 1002, 2002:**

   - These CLINs cover the costs associated with the Sponsorship, Management, and Administration of Contractor Employee Pension and Other Benefit Plans as stated in Section C entitled.
Responsibilities for Sponsorship, Management, and Administration of Contractor Employee Pension and Other Benefit Plans. 

2. Non-labor Labor related costs to perform these functions reside within these CLINs. Labor related costs to perform the management and administration functions shall be charged to the Business Administration scope (Section C entitled, Business Administration) under the Infrastructure and Site Services CLINs. Costs are reimbursed on the basis of actual allowable costs incurred billed to the Contract, and there is no fee for CR CLINs 0002, 1002, 2002.


CLINs 0003, 1003, 2003 – Legacy Benefit Plans: These CLINs cover the costs associated with the Sponsorship, Management, and Administration of Legacy Benefit Plans; Pension and Post-Retirement Benefit Plans, and Workers’ Compensation, as defined in Section C entitled, Responsibilities for Legacy Post-Retirement Benefit Plans and Legacy Workers’ Compensation. Labor related costs to perform these functions reside within these CLINs. Labor related costs to perform the management and administration functions shall be charged to the Business Administration scope (Section C entitled, Business Administration) under the Infrastructure and Site Services CLINs. Costs are reimbursed on the basis of actual allowable costs incurred billed to the Contract, and there is no fee for CR CLINs 0003, 1003, 2003.


4. CPAF CLINs 0004, 1004, 2004 – Infrastructure and Site Services

These CLINs cover the costs and fee associated with the work scope defined in Section C entitled, Infrastructure and Site Services. Costs are reimbursed on the basis of actual allowable costs incurred billed to the Contract. Payment of fee associated with these CLINs will be made in accordance with Sections BB.8, DOE-H-2060 entitled, Fee (Oct. 2014) (Revised); B.9, Provisional Payment of Fee; and B.11, Fee Reductions; and Section J Attachment entitled, Performance Evaluation and Measurement Plan (PEMP).

5. CPAF CLINs 0005, 1005, 2005:

5. CPAF CLINs 0005, 1005, 2005 – DOE Small Business Procurement Pre-Award Support: These CLINs cover the costs and fee associated with the work scope defined in Section C.5. Costs will be reimbursed on the basis of actual allowable costs billed to the contract. Payment of fee associated with these CLINs will be made in accordance with B.8, DOE-H-2060 entitled, Fee (Oct. 2014) (Revised); B.9, Provisional Payment of Fee; B.11, Fee Reductions; and Section J Attachment J-4, Performance Evaluation and Measurement Plan.

These CLINs cover the costs and fee associated with the work scope defined in Section C entitled, DOE Small Business Procurement Pre-Award Support. Costs are reimbursed on the basis of actual allowable costs incurred to the Contract. Payment of fee associated with these CLINs will be made in accordance with Sections B entitled, Fee, Provisional Payment of Fee, and Fee Reductions, and Section J Attachment entitled, PEMP.
7. CPAF CLINs 0006, 1006, 2006.

6. CLINs 0006, 1006, 2006 – Usage-Based Service (UBS) to Be Provided to Other Hanford Contractors (OHC).

(A) These CLINs cover the OHC requested UBS to be provided by the Contractor through a Service Level Agreement or similar type of arrangement and may include mandatory and optional services in accordance with the Section J, Attachment entitled, Hanford Site Services and Interface Requirements Matrix J-3.a or J-3.b and in accordance with PWS, Section C entitled, Usage-Based Services to Be Provided to Other Hanford Contractors. The OHCs will reimburse the cost to the Contractor at full cost recovery (exclusive of fee); UBS cost is a pass-through cost to the OHCs. Funding for the cost to perform the UBS to Be Provided to OHCs is obligated to the OHCs; therefore, funding for UBS to Be Provided to OHCs is not directly obligated to the Hanford Mission Essential Services Contract (HMESC) through the Section BHMESC clause entitled B.3, DOE-B-2013, Obligation of Funds (Oct 2014), or included in Section B entitled B.7, Estimated Annual Contract Value. OHC reimbursement for UBS shall be recognized by the Contractor as UBS Reimbursement from OHCs in the HMESC Contract Cost and Fee Tables below (Tables B-2, B-3, and B-3a through B-3c). Fee for the UBS to Be Provided to OHCs under these CLINs shall not exceed eight (8) five percent (5%) and is part of the Contract HMESC contract value.

(B) When the cumulative volume change (e.g., service quantities, service levels, unit costs, etc.) of the estimated UBS is beyond a variance of +/-30% percent, the Government may require the Contractor to submit a deductive change proposal, or the Contractor may submit a proposal for the Government’s consideration of an upward adjustment to the fee at the end of each of the Contract Periods of Performance. Furthermore, for each request for equitable adjustment related to a volume change in service levels, the Contractor shall demonstrate the drivers for the volume change, the impact of the change to the direct funded component, and the cost of the impact. Payment of fee associated with the performance of the UBS to Be Provided to OHCs under these CLINs will be made in accordance with Sections B entitled B.8, DOE-H-2060, Fee; (Oct. 2014) (Revised); B.9, Provisional Payment of Fee; B.11, Fee Reductions; and Section J, Attachment J-4 entitled, PEMPP Performance Evaluation and Measurement Plan.


(A) Under the IDIQ CLINs, the Government may issue task orders under the contract type(s) the Government determines appropriate, such as Fixed-Price (FP) or Time and Materials, depending on the nature of the requirement for the delivery of work. Only the Contracting Officer (CO) may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the Contract contract and as specified in the schedule. The Contractor may only incur, and be paid, costs/prices under this Contract contract in performance of task orders and task order modifications issued in accordance with the applicable Contract contract clause addressing payment, as included in each individual task
order. The No other costs/prices are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer. The minimum and maximum quantities to be ordered as required by Contract Section I clause, FAR 52.216-22, Indefinite Quantity, for the IDIQ CLINs are as follows: the minimum ordering guarantee for the contract period of performance for IDIQ CLINs is $25,000 for the full Contract Period, including Options 1 and 2, if exercised; the maximum quantity of services the Government will acquire under the IDIQ CLINs for the full Contract Period, including Options 1 and 2, if exercised, will not cumulatively exceed $610,400 million (inclusive of any fee or profit).

(B) Work Any work under the IDIQ CLINs will be ordered by the issuance of individually negotiated task orders, which will contain specific terms and conditions applicable to the given task order. As the Government may require, the Contractor shall provide the specified services up to the maximum quantity identified above, on a schedule to be specified by the Government in accordance with the Contract clause at Section I, FAR 52.216-22, entitled, Indefinite Quantity.

For CPAF budget planning purposes, the Government has provided an estimated maximum quantity of services for the IDIQ CLINs for the base period and each option period as seen below in Table B-2, Contract Cost and Fee. However, the Government reserves the right to adjust the estimated maximum quantity associated with the IDIQ CLINs, as long as the total cumulative amount does not exceed the stated contractual maximum quantity in paragraph (A) above.

(C) With the exception of FP task orders, payment of fee for the services ordered and delivered shall be made in accordance with Sections B.8, DOE-H-2060 entitled, Fee-(Oct-2014) (Revised), B.9 entitled, Provisional Payment of Fee, B.11 entitled, Fee Reductions, and Section J, Attachment J-4 entitled, PEMPEMP Performance Evaluation and Measurement Plan.

(D) The estimated cost or price will be established in each individual task order. The Contractor may propose the fee amount it determines appropriate for the individual CR task order, provided that the fee amount is as a percentage of the estimated cost of each proposed year, and does not exceed the fee percentage ceiling as specified below in the Section B clause, DOE-2015, Task Order Fee Ceiling (Oct 2014) (Revised).

d. Definitions:

Total Estimated Contract Cost and Fee for Each CLIN:

This section establishes the estimated Contract Cost and Fee for each CLIN as follows:

<table>
<thead>
<tr>
<th>CLIN</th>
<th>CLIN Description</th>
<th>Estimated Cost</th>
<th>Total Available Fee</th>
<th>Estimated Cost and Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Contract Transition (CR, No Fee)</td>
<td>[Proposed]</td>
<td>N/A</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>0002</td>
<td>Hanford Site Benefit Plans (CR, No Fee)</td>
<td>$210,478,156.34</td>
<td>N/A</td>
<td>$210,478,156.34</td>
</tr>
<tr>
<td>CLIN</td>
<td>CLIN Description</td>
<td>Estimated Cost</td>
<td>Total Available Fee</td>
<td>Estimated Cost and Fee</td>
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<td>-------</td>
<td>---------------------------------------------------------</td>
<td>----------------------</td>
<td>---------------------</td>
<td>------------------------------</td>
</tr>
<tr>
<td>0003</td>
<td>Legacy Benefit Plans (CR, No Fee)</td>
<td>$243,706,561.55</td>
<td>N/A</td>
<td>$243,706,561.55</td>
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<tr>
<td>0004</td>
<td>Infrastructure and Site Services (CPAF)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>0005</td>
<td>DOE Small Business Procurement Pre-Award Support (CPAF)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>0006</td>
<td>UBS to Be Provided to OHCs (CPAF)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>0007</td>
<td>Infrastructure Reliability Projects (IDIQ)</td>
<td>To be determined as Task Orders are issued</td>
<td>$102,500,000.00*</td>
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<tr>
<td>0008</td>
<td>DOE Small Business Procurement Post-Award Support and Additional Assignments in accordance with PWS (IDIQ)</td>
<td>To be determined as Task Orders are issued</td>
<td>$7,500,000.00*</td>
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<td>UBS Reimbursement from OHCs (offset CLIN 0006)</td>
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<td>N/A</td>
<td>[-$ Proposed]</td>
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<td></td>
<td>Total Base Period</td>
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<td>[Proposed]</td>
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**Option Period 1 Period of Performance (24 months)**

<table>
<thead>
<tr>
<th>CLIN</th>
<th>CLIN Description</th>
<th>Estimated Cost</th>
<th>Total Available Fee</th>
<th>Estimated Cost and Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1002</td>
<td>Hanford Site Benefit Plans (CR, No Fee)</td>
<td>$86,840,258.22</td>
<td>N/A</td>
<td>$86,840,258.22</td>
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<tr>
<td>1003</td>
<td>Legacy Benefit Plans (CR, No Fee)</td>
<td>$100,380,724.99</td>
<td>N/A</td>
<td>$100,380,724.99</td>
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<tr>
<td>1004</td>
<td>Infrastructure and Site Services (CPAF)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>1005</td>
<td>DOE Small Business Procurement Pre-Award Support (CPAF)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>1006</td>
<td>UBS to Be Provided to OHCs (CPAF)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
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<td>1007</td>
<td>Infrastructure Reliability Projects (IDIQ)</td>
<td>To be determined as Task Orders are issued</td>
<td>$77,000,000.00*</td>
<td></td>
</tr>
<tr>
<td>1008</td>
<td>DOE Small Business Procurement Post-Award Support and Additional Assignments in accordance with PWS (IDIQ)</td>
<td>To be determined as Task Orders are issued</td>
<td>$3,000,000.00*</td>
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<td>UBS Reimbursement from OHCs (offset CLIN 1006)</td>
<td>[-$ Proposed]</td>
<td>N/A</td>
<td>[-$ Proposed]</td>
</tr>
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<td></td>
<td>Total Option Period 1</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
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</tbody>
</table>

**Option Period 2 Period of Performance (36 months)**

<table>
<thead>
<tr>
<th>CLIN</th>
<th>CLIN Description</th>
<th>Estimated Cost</th>
<th>Total Available Fee</th>
<th>Estimated Cost and Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>2002</td>
<td>Hanford Site Benefit Plans (CR, No Fee)</td>
<td>$140,933,249.47</td>
<td>N/A</td>
<td>$140,933,249.47</td>
</tr>
<tr>
<td>2003</td>
<td>Legacy Benefit Plans (CR, No Fee)</td>
<td>$154,912,558.40</td>
<td>N/A</td>
<td>$154,912,558.40</td>
</tr>
<tr>
<td>2004</td>
<td>Infrastructure and Site Services (CPAF)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>2005</td>
<td>DOE Small Business Procurement Pre-Award Support (CPAF)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
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</tr>
</tbody>
</table>
### Table B-2. Contract Cost and Fee

(Table to be completed by Offeror and inserted by DOE at time of contract award)

<table>
<thead>
<tr>
<th>CLIN</th>
<th>CLIN Description</th>
<th>Estimated Cost</th>
<th>Available Fee</th>
<th>Estimated Cost and Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>2006</td>
<td>UBS to Be Provided to OHCs (CPAF)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>2007</td>
<td>Infrastructure Reliability Projects (IDIQ)</td>
<td>To be determined as Task Orders are issued</td>
<td>$115,500,000.00*</td>
<td></td>
</tr>
<tr>
<td>2008</td>
<td>DOE Small Business Procurement Post-Award Support and Additional Assignments in accordance with PWS (IDIQ)</td>
<td>To be determined as Task Orders are issued</td>
<td>$4,500,000.00*</td>
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<tr>
<td>UBS Reimbursement from OHCs (offset CLIN 2006)</td>
<td>[-$ Proposed]</td>
<td>N/A</td>
<td>[-$ Proposed]</td>
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<tr>
<td>Total Option Period 2</td>
<td>[Proposed]</td>
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<td></td>
</tr>
<tr>
<td>Total Contract Value (Transition Period, Base Period, Option Period 1, Option Period 2, and IDIQ Maximum Quantities)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td></td>
</tr>
</tbody>
</table>

*Amount shown for Estimated Cost and Fee under each of the IDIQ CLINs reflects the maximum quantity of supplies and/or services the Government will acquire under the IDIQ CLIN (inclusive of any fee or profit).

1. Estimated Cost for each CLIN is defined as the cost to perform the CLIN agreed to by the parties at Contract award, and may be revised by modifications to the Contract in accordance with the Contract terms. The exception is for the IDIQ CLINs, for which estimated cost will be negotiated under each task order.

2. Available Award Fee is defined as the amount of award fee that may be earned under the Contract for each applicable fee-bearing CLIN.

   - Available Award Fee associated with work performed under the CPAF CLINs includes both objective and subjective performance outcomes as defined in Section J Attachment C.4.11.5 and the Section I clause in DEAR 970.5217-1 entitled, PEMP, which Strategic Partnership Projects Program, is synonymous with not fee-bearing, and, therefore, is not part of the term “Available Award Fee.”

3. Available Award Fee Plan found in FAR 16.401(e)(3) will include award fee criteria and performance-based incentive (PBI) criteria as defined in B.8, DOE-H-2060 entitled, Fee (Oct. 2014) (Revised). The PBIs will be defined during Contract performance as part of the PEMP. The draft PEMP at contract award will be finalized during the transition period. Also, no base fee is payable under this Contract.

4. Available Award Fee under the CPAF CLINs may consist of up to 40 percent as subjective award fee criteria, and the remaining balance is in objective performance criteria PBI for a total of 100 percent.

5. Award Fee based upon award fee criteria will be evaluated on an annual basis as delineated in the PEMP. The PBI fee will be evaluated in accordance with the established completion criteria in the PEMP.
B.3 DOE-B-2013 Obligation of Funds (Oct 2014)

a. Pursuant to the clause of this Contract in FAR 52.232-22 entitled, Limitation of Funds, total funds in the amount(s) specified below are obligated for the payment of allowable costs and fee. It is estimated that this amount is sufficient to cover performance through the date(s) shown below.

[To be inserted by the Government at the time of contract award]

b. UBS to Be Provided to OHCs – Funding for the cost associated with the UBS to Be Provided to OHCs is not included in the amount specified in paragraph (a) above. OHC reimbursement for the UBS services shall be recognized by the Contractor as UBS reimbursement by OHCs.

B.4 Other Costs and Projects

Other Costs and Projects will be authorized under IDIQ CLINs 0008, 1008, and 2008 related to Other Directed Work Scope. This work is typically done under a Strategic Partnership Projects (SPP) Program arrangement or a Request for Services (RFS). Under an SPP Program, the project is conducted through a full cost recovery (no fee) arrangement under Contract Section I clause, DEAR 970.5217-1, Strategic Partnership Projects Program. An RFS is completed on a case by case basis and may or may not receive fee depending on the arrangement for each individual request. The CO shall unilaterally revise the authorized cost and fee through modification to reflect the approved amounts for work authorized.

B.4 Estimated Cost, Fee and Period of Performance

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

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

The Estimated Cost, Fee, and Period of Performance of each option to extend the term of the Contract are set forth in Table B-2, and Section F, DOE-F-2003 entitled, Period of Performance—Alternate I and Alternate II (2014).
B.5  DOE-B-2015 Task Order Fee Ceiling (Oct 2014) (Revised)

a. The fee amount, specified as a percentage, shall not exceed a maximum of eight (8) percent for CR task orders and shall serve as the fee ceiling for CR task orders and shall serve as the fee ceiling for cost-plus-fixed-fee Task Orders and shall serve as the fee ceiling for CR task orders and shall serve as the fee ceiling for all cost-plus-fixed-fee Task Orders issued under the Contract.

b. The profit fee amount, specified as a percentage, shall not exceed a maximum of eight (8) percent for firm-fixed-price and time-and-material task orders and shall serve as the fee ceiling for all cost-plus-award-fee Task Orders issued under the Contract.

c. The fee amount for each task order will be negotiated and established in each individual task order based on risk and complexity. The Contractor may propose whatever fee amount it determines appropriate for the individual task order, provided that the fee amount of each proposed Task Order does not exceed the fee percentage ceiling for cost-plus-fixed-fee or cost-plus-award-fee Task Orders, as specified above. For CPAF task orders, the fee ceiling percentage applies to the total of the amount proposed for award fee. There is no base fee available under this Contract.

d. The fee ceiling percentage shall at no time exceed any statutory limitations imposed by 41 USC §3905, and FAR 15.404-4(c)(4)(i).

B.6  Execution of CLINs

Upon the initial NTP, the Transition CLIN (0001) shall be executed. Upon completion of Transition, the Base Period CLINs (0002, 0003, 0004, 0005, 0006) shall be executed. For the IDIQ CLINs (0007, and 0008), task orders may be issued at any time during the Period of Performance in accordance with the ordering procedures at FAR 52.216-18 entitled, Ordering; FAR 52.216-19 entitled, Order Limitations; and FAR 52.216-22 entitled, Indefinite Quantity. The execution of the Option CLINs will be in accordance with FAR 52.217-9, Option to Extend the Term of the Contract Clause B.4, DOE-B-2014 entitled, Estimated Cost, Fee and Period of Performance.

B.7  Estimated Annual Contract Value

DOE expects to obligate funding to the Contract in accordance with the estimated annual Contract value. However, funding is subject to the appropriations of Congress. DOE does not guarantee that funding will be provided or obligated in the amount stated in Tables B-2a, B-4b, and B-3a through B-3c.
### Table B-2. Total Estimated Contract Cost and Fee by Period of Performance

<table>
<thead>
<tr>
<th>Period of Performance</th>
<th>Cost and Fee</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>4c</td>
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### Table B-3. Total Contract Cost and Fee by Period of Performance

<table>
<thead>
<tr>
<th>Description</th>
<th>Base Period (60 Months)</th>
<th>Option 1 (36 Months)</th>
<th>Option 2 (24 Months)</th>
<th>Years 1 - 10</th>
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<tbody>
<tr>
<td></td>
<td>Estimated Cost</td>
<td>Fee</td>
<td>Estimated Cost &amp; Fee</td>
<td>Estimated Cost</td>
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<td>[Proposed]</td>
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<td>[Proposed]</td>
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<td>CLINs 0002, 1002, 2002 - Hanford Site Benefit Plans</td>
<td>$233,182,337</td>
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<td>$233,182,337</td>
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<td>CLINs 0003, 1003, 2003 - Legacy Benefit Plans and Legacy Workers' Compensation</td>
<td>$212,893,942</td>
<td>N/A</td>
<td>$212,893,942</td>
<td>N/A</td>
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<tr>
<td>CLINs 0004, 1004, 2004 - Infrastructure and Site Services</td>
<td>(P)</td>
<td>(P)</td>
<td>(P)</td>
<td>(P)</td>
</tr>
<tr>
<td>CLINs 0005, 1005, 2005 - DOE Small Business Procurement Pre-Award Support</td>
<td>(P)</td>
<td>(P)</td>
<td>(P)</td>
<td>(P)</td>
</tr>
<tr>
<td>CLINs 0006, 1006, 2006 - UBS to Be Provided to OHCs</td>
<td>(P)</td>
<td>(P)</td>
<td>(P)</td>
<td>(P)</td>
</tr>
<tr>
<td>UBS Reimbursement from OHCs</td>
<td>(S-P)</td>
<td>N/A</td>
<td>(S-P)</td>
<td>N/A</td>
</tr>
<tr>
<td>Total Cost and Fee</td>
<td>(G + P)</td>
<td>(P)</td>
<td>(G + P)</td>
<td>(P)</td>
</tr>
<tr>
<td>CLINs 0007, 1007, 2007 - Infrastructure Reliability Projects</td>
<td>To be determined as task orders are issued</td>
<td>$385,000,000</td>
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<td></td>
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<tr>
<td>CLINs 0008, 1008, 2008 - DOE Small Business Procurement Post-Award Support and Other Directed Work Scope</td>
<td>To be determined as task orders are issued</td>
<td>$225,000,000</td>
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<td></td>
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<tr>
<td>Total Estimated Contract Value</td>
<td>[G + P]</td>
<td></td>
<td>[G + P]</td>
<td></td>
</tr>
</tbody>
</table>

**Legend:**
- **CLIN** = Contract Line Item Number
- **G** = Government Provided
- **N/A** = Not Applicable
- **OHC** = Other Hanford Contractor
- **P** = Offeror Proposed
- **UBS** = Usage-Based Service

**Description:**
- **Base Period:** Fiscal Year 2019–2024
- **Option 1:** Fiscal Year 2021–2026
- **Option 2:** Fiscal Year 2026–2029
- **Years 1–10:** Total Period of Performance

**Note:** Estimated Costs and Fees for CLINs 0003, 1003, 2003 are to be determined as task orders are issued.
| CLINs 0001, 1001, 2001 – Legacy Benefit Plans | $243,706,561.55 | N/A | $243,706,561.55 | N/A | $100,380,724.99 | N/A | $154,912,558.40 | N/A | $498,999,844.94 | N/A |
| CLINs 0004, 1004, 2004 – Infrastructure and Site Services | [Proposed] | [Proposed] | [Proposed] | [Proposed] | [Proposed] | [Proposed] | [Proposed] | [Proposed] | [Proposed] | [Proposed] |
| CLINs 0005, 1005, 2005 – DOE Small Business – Procurement Pre-Award Support | [Proposed] | [Proposed] | [Proposed] | [Proposed] | [Proposed] | [Proposed] | [Proposed] | [Proposed] | [Proposed] | [Proposed] |
| CLINs 0006, 1006, 2006 – UBS to Be Provided to OHCs | [Proposed] | [Proposed] | [Proposed] | [Proposed] | [Proposed] | [Proposed] | [Proposed] | [Proposed] | [Proposed] | [Proposed] |
| CLINs 0007, 1007, 2007 – Infrastructure Reliability Projects | To be determined as Task Orders are issued | $192,500,000.00 | To be determined as Task Orders are issued | $77,000,000.00 | To be determined as Task Orders are issued | $115,500,000.00 | To be determined as Task Orders are issued | $385,000,000.00 |
| CLINs 0008, 1008, 2008 – DOE Small Business Procurement Post Award Support and Additional Assignments in accordance with PWS | To be determined as Task Orders are issued | $7,500,000.00 | To be determined as Task Orders are issued | $3,000,000.00 | To be determined as Task Orders are issued | $4,500,000.00 | To be determined as Task Orders are issued | $15,000,000.00 |
| UBS Reimbursement from OHCs (offset CLINs 0006, 1006, 2006) | [Proposed] | N/A | [Proposed] | [Proposed] | [Proposed] | [Proposed] | [Proposed] | N/A | [Proposed] | [Proposed] |
| Total Contract Period Costs | [Proposed] | [Proposed] | [Proposed] | [Proposed] | [Proposed] | [Proposed] | [Proposed] | [Proposed] | N/A | [Proposed] |
## Table B-3a. Total Base Period of Performance Estimated Cost and Fee by Fiscal Year

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<thead>
<tr>
<th>Base Period of Performance</th>
<th>FY TBD</th>
<th>FY TBD</th>
<th>FY TBD</th>
<th>FY TBD</th>
<th>FY TBD</th>
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<td>FY TBD</td>
<td>FY TBD</td>
<td>FY TBD</td>
<td>FY TBD</td>
</tr>
<tr>
<td><strong>Dates TBD</strong></td>
<td>Dates TBD</td>
<td>Dates TBD</td>
<td>Dates TBD</td>
<td>Dates TBD</td>
<td>Dates TBD</td>
<td>Dates TBD</td>
</tr>
<tr>
<td><strong>Base Period of Performance</strong></td>
<td>Dates TBD</td>
<td>Dates TBD</td>
<td>Dates TBD</td>
<td>Dates TBD</td>
<td>Dates TBD</td>
<td>Dates TBD</td>
</tr>
<tr>
<td><strong>Total Period of Performance</strong></td>
<td>Dates TBD</td>
<td>Dates TBD</td>
<td>Dates TBD</td>
<td>Dates TBD</td>
<td>Dates TBD</td>
<td>Dates TBD</td>
</tr>
<tr>
<td><strong>Description</strong></td>
<td>Est. Cost</td>
<td>Performance</td>
<td>Fee</td>
<td>Est. Cost &amp; Fee</td>
<td>Fee</td>
<td>Est. Cost &amp; Fee</td>
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<tr>
<td>CLIN 001 - Contract Transition</td>
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<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td>CLIN 002 - Transition</td>
<td>N/A</td>
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<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td>CLIN 003 - Legacy Workforce and Site Benefit Plans</td>
<td>N/A</td>
<td>TBD</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td>CLIN 004 - Infrastructure and Site Services</td>
<td>N/A</td>
<td>TBD</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td>CLIN 005 - DOE Small Business Contracts</td>
<td>N/A</td>
<td>TBD</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td>CLIN 006 - DOE Small Business Procurement Area Projects</td>
<td>N/A</td>
<td>TBD</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>CLIN 007 - DOE Small Business Procurement Area Project Work Scope</td>
<td>N/A</td>
<td>TBD</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td>CLIN 008 - DOE Small Business Procurement Area Project Work Scope</td>
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<td>TBD</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td><strong>Base Period Cost and Fee</strong></td>
<td>TBD</td>
<td>N/A</td>
<td>TBD</td>
<td>N/A</td>
<td>TBD</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Notes:**
- FY = Fiscal Year
- N/A = Not Applicable
- OHC = Other Hanford Contractor
- UBS = Usage-Based Service

### Rows
- **FY 2019:**
  - **Transition** (balance of FY)
  - **FY 2020**
  - **FY 2021**
  - **FY 2022**
  - **FY 2023**
  - **FY 2024** (partial year)
- **Years 1 - 5**

### Dates TBD
- **FY 2019:**
  - 1/30/19 - 5/31/19
  - 6/1/19 - 9/30/19
  - 10/1/19 - 9/30/20
  - 10/1/20 - 9/30/21
  - 10/1/21 - 9/30/22
  - 10/1/22 - 9/30/23
  - 10/1/23 - 5/31/24
- **Total Period of Performance**
| CLIN No. | Description                                      | FP  | N/A | P   | N/A | N/A | N/A | N/A | M  | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
|----------|--------------------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| CLIN 001 | Contact Transition                               | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| CLIN 002 | Hanford Site Benefit Plan                        | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| CLIN 003 | Legacy Benefit Plan                               | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| CLIN 004 | Infrastructure and Site Services                 | N/A | N/A | P   | P   | P   | P   | P   | P   | P   | P   | P   | P   | P   | P   | P   | P   | P   | P   | P   | P   | P   | P   | P |
| CLIN 005 | DHS to be Provided to OHCs                       | N/A | N/A | P   | P   | P   | P   | P   | P   | P   | P   | P   | P   | P   | P   | P   | P   | P   | P   | P   | P   | P   | P   | P |
| CLIN 006 | Infrastructure and Eligibility Projects          | N/A | N/A | To be determined as Task Orders are issued | To be determined as Task Orders are issued | To be determined as Task Orders are issued | To be determined as Task Orders are issued | To be determined as Task Orders are issued | To be determined as Task Orders are issued |

Total: $49,041,536.99
<table>
<thead>
<tr>
<th>CLIN 0008-</th>
<th>DOE Small Business Procurement Post Award Support and Additional Assignments in accordance with PWS</th>
<th>N/A</th>
<th>To be determined as Task Orders are issued</th>
<th>To be determined as Task Orders are issued</th>
<th>To be determined as Task Orders are issued</th>
<th>To be determined as Task Orders are issued</th>
<th>To be determined as Task Orders are issued</th>
<th>To be determined as Task Orders are issued</th>
<th>To be determined as Task Orders are issued</th>
<th>To be determined as Task Orders are issued</th>
<th>$7,500,000</th>
</tr>
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<tbody>
<tr>
<td>UBS Reimbursement from OHCs (offset CLINs 0006)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>To be determined as Task Orders are issued</td>
<td>To be determined as Task Orders are issued</td>
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<td>To be determined as Task Orders are issued</td>
<td>To be determined as Task Orders are issued</td>
<td>To be determined as Task Orders are issued</td>
</tr>
<tr>
<td>Proposed</td>
<td>GP = Government Provided</td>
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</table>

Note: N/A = Not Applicable, P = Proposed
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<tr>
<th>Contract Years 6 - 8</th>
<th>Contract Years 6 - 7</th>
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<tbody>
<tr>
<td>Description</td>
<td>FY TBD (partial)</td>
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<td></td>
<td>Estimated Cost</td>
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<tr>
<td>CLIN 1002 – Hanford Site Benefit Plans</td>
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</tr>
<tr>
<td>CLIN 1003 – Legacy Benefit Plans and Legacy Workers Compensation</td>
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</tr>
<tr>
<td>CLIN 1004 – Infrastructure and Site Services</td>
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<td>CLIN 1005 – DOE Small Business Procurement Pre-Award Support</td>
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**Option Period 1**

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<td>CLIN = Contract Line Item Number</td>
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<td></td>
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<tr>
<td>FY = Fiscal Year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>N/A = Not Applicable</td>
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</tr>
<tr>
<td>OHC = Other Hanford Contractor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TBD = To Be Determined</td>
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<td></td>
</tr>
<tr>
<td>UBS = Usage-Based Service</td>
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<td></td>
</tr>
</tbody>
</table>

**FY 2024 (partial year) | FY 2025 | FY 2026 (partial year) | Contract Years 6 - 7**

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimated Cost</th>
<th>Fee</th>
<th>Estimated Cost</th>
<th>Fee</th>
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<tr>
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<td><strong>N/A = Not Applicable</strong></td>
<td>OHC = Other Hanford Contractor</td>
<td>UBS = Usage-Based Service</td>
<td>FY = Fiscal Year</td>
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### Fee

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B.8 DOE-H-2060 Fee (Oct. 2014) (Revised)

e. The Government shall pay the Contractor for performing this Contract fee that is may be earned from the annual available fee by fiscal year, as specified in Tables B-3a4a, B-3b4b, or B-3c4c, in accordance with this clause and other applicable clauses of the Contract.

a. Section J Attachment entitled Fee.

b. PEMP.

(1) The CO will A PEMP shall be issued unilaterally issue a PEMP by the Contracting Officer for each evaluation period that establishes the criteria and procedures for evaluating the Contractor’s performance for the purpose of determining any award-fee earned. The PEMP may be revised unilaterally by the CO at any time during the evaluation period. The PEMP will shall include, as a minimum, the following:

(A) (i) Evaluation criteria linked to the Contract’s performance objectives as defined in terms of cost, schedule, technical, or other Contract performance requirements or objectives.

(B) (ii) Means of how the Contractor’s performance will be measured against the evaluation criteria.

(C) Fee (iii) PEMP evaluation period.

(D) (iv) Amount of the total annual available fee that is allocated to the evaluation period, including the allocation for subjective award-fee criteria and objective award fee performance-based incentive criteria.

(E) (v) Methodology for application of subjective evaluation ratings or attainment of predetermined objectives to earned fee.

(F) Use of rollover of unearned fee is prohibited.

(2) (B) There are two categories of evaluation criteria that may be used in determining fee earned: award-fee criteria and performance-based incentive criteria. Each of these categories, in general, is defined as follows:

(i) Award Fee Criteria — Evaluation criteria that are qualitative or subjective and for which it is neither feasible nor effective to devise predetermined objective criteria applicable to cost, schedule, technical or other contract performance requirements or objectives. These types of criteria require a judgmental evaluation process and allow the Government the flexibility to evaluate both actual performance and the conditions under which it was achieved.

(ii) Performance-Based Incentive Criteria — Evaluation criteria which can be defined by predetermined, objective incentive criteria applicable to cost, schedule, technical or other Contract performance requirements or objectives. Performance measurement standards contain well-defined parameters for measuring performance against evaluation criteria. These criteria may extend beyond one evaluation period when appropriate to incentivize the completion of long-term objectives.

(C) The length of evaluation periods shall be determined unilaterally by the CO Contracting Officer. The evaluation periods should provide a balance between the Contractor’s ability to have
sufficient performance time for the Government to evaluate, but evaluation periods should provide the ability for the Government to provide timely evaluations on the Contractor’s performance without being administratively burdensome.

(D) The PEMP shall be provided to the Contractor one (1) calendar day prior to the beginning of the first and each successive evaluation period. If there is not sufficient time for the PEMP to be provided to the Contractor in the required number of days in advance of the beginning of the evaluation period, the Contractor shall not be evaluated on its performance until one (1) calendar day after the PEMP is received by the Contractor. The PEMP may be revised unilaterally at any time during the evaluation period, but the revised PEMP, or revised portion thereof, shall not be effective until one (1) calendar day after the Contractor receives the revised PEMP.

2. Performance Evaluation and Fee Determination.

(A) Monitoring Performance. During the evaluation period, performance monitors will track the Contractor’s performance in accordance with the PEMP. Interim evaluations may be provided to the Contractor to identify strengths, weaknesses and deficiencies in the Contractor's performance during the current evaluation period. At the end of an evaluation period, performance monitors will assess the Contractor’s performance in accordance with the PEMP and report the results to the Award-fee Board (AFB).

(B) Contractor Self-Assessment. Following each evaluation period, the Contractor may provide a written self-assessment of its performance to the AFB to be considered in its report to the Fee Determining Official (FDO). The self-assessment shall be submitted not later than 21 calendar days after the end of each evaluation period. The self-assessment shall address strengths, weaknesses and deficiencies in the Contractor’s performance during the evaluation period. Where deficiencies in performance are noted, the Contractor should describe the actions planned or taken to correct such deficiencies to avoid their recurrence.

(C) Award-fee Board Recommendation. The AFB will consider the performance monitors’ reports and any other pertinent information, including the Contractor’s self-assessment, and prepare a report for the FDO with findings and recommendations. The Contractor will be provided a draft copy of the AFB’s report and will be afforded an opportunity to identify factual errors. The AFB’s draft report is not subject to negotiation with the Contractor. The Contractor will be provided a copy of the final AFB report immediately after the report is finalized.

(D) Award-fee Determination. The FDO will review the AFB’s recommendation, the Contractor’s self-assessment and other pertinent information related to the Contractor’s performance. The FDO will make a final, written determination, consistent with the PEMP, as to the amount of the award-fee earned. The FDO can consider any and all information in rendering the final fee determination. The FDO’s final determination will be provided to the Contractor no later than 120 calendar days after the end of the evaluation period. The FDO, AFB representative, or Contracting Officer will provide a debriefing to the Contractor on the final determination. All FDO decisions regarding award-fee are made solely at the discretion of the Government, including but not limited to, the characterization of the Contractor's performance, amount of earned fee, if any, and the methodology used to calculate the earned fee.

3. Unsatisfactory Performance. No award-fee shall be earned if the Contractor’s overall performance in the aggregate is below satisfactory.
i. Total Available Fee Distribution. Table B-4 delineates the Total Available Award Fee Distribution as fee allocations, contract definitization, and final fee determinations are made for each fiscal year. The Total Available Award Fee includes Fee from CLINs 0004, 1004, 2004 – Infrastructure and Site Services, CLINs 0005, 1005, and 2005 – DOE Small Business Procurement Pre-Award Support, CLINs 0006, 1006, 2006 – UBS to Be Provided to OHCs, and CPAF Task Orders issued under one of the IDIQ CLINs.

### Table B-4. Available Award Fee Distribution

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<th>Contract Period</th>
<th>Available Fee as Originally Awarded</th>
<th>Fee Associated with Contract Changes</th>
<th>Total Available Fee</th>
<th>Available Fee Earned &amp; Paid</th>
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</table>
4. Unearned Award Fee. Any unearned award fee, for which the Contractor had the opportunity to earn during an evaluation period, shall not be transferred to subsequent evaluation periods, thus allowing the Contractor an additional opportunity to earn that previously unearned award fee.

5. Award Fee Payment. After the FDO’s award fee determination, the Contracting Officer will issue a unilateral modification to the Contract setting forth the amount of earned fee. Payment will be made after the modification has been issued and will be consistent with other clauses of this Contract related to payments. The PEMP may provide for the payment of earned fee for performance-based incentives completed prior to the end of the evaluation period or provisional payments of earned fee based on established progress in meeting performance-based incentives extending beyond an individual evaluation period.

B.9 Provisional Payment of Fee

(-)(a) Notwithstanding any other terms or conditions of this Contract to the contrary, this clause applies to and has precedence over all other terms and conditions of this Contract that provide for provisional payment of fee.

(-)(b) The Contractor shall notify the CO immediately if it believes any incongruence exists between this clause and any other term or condition of this Contract that provides for provisional payment of fee. If a term or condition of this Contract provides for provisional payment of fee but fails to include all of the requirements of this clause, that term or condition will be considered to include the omitted requirements.

(-)(c) This clause conforms to the FAR and DOE fee policy and constructs. The following definitions and concepts apply:

(7)(1) “Price” means cost-plus-fee or profit applicable to the Contract.

(1)(2) The terms “profit” and “fee” are synonymous.

(2)(3) “Incentive” means a term or condition whose purpose is to motivate the Contractor to provide supplies or services at lower costs, and in certain instances with improved delivery or technical performance, by relating the amount of profit or fee earned to the Contractor’s performance.

(3)(4) “Earned fee” for an incentive, means fee due the Contractor by virtue of its meeting the Contract’s requirements entitling it to fee. Earned fee does not occur until the Contractor has met the conditions stated in the Contract for earning fee.

(4)(5) “Available fee” for an incentive means the fee the Contractor might earn but has not yet earned.

(5)(6) “Provisional payment of fee” for an incentive means the Government is paying available fee for an incentive to the Contractor for making progress towards meeting the performance measures for the incentive before the Contractor has earned the available fee.

(6)(7) Provisional payment of fee has no implications for the Government’s eventual determination that the Contractor has or has not earned the associated available fee. Provisional
payment of fee is a separate and distinct concept from earned fee. The Contractor could, for example, receive 100 percent of possible provisional fee payments yet not earn any fee (the Contractor would be required to return all of the provisional fee payments). The Contractor could, for example, receive 0 zero percent of possible provisional fee payments yet earn the entire amount of available fee (it would not receive any fee payments until the Government’s determination that the Contractor had earned the associated available fee for the incentive).

(7)(8) Clause” means a term or condition used in this Contract.

(d) This Contract’s price, incentives included in its price, and the other terms and conditions reflect the Government’s and the Contractor’s agreement to link, to the maximum extent practical, the Contractor’s earning of fee to its achievement of final outcomes rather than interim accomplishments.

(e) Certain terms and conditions of this Contract provide for provisional payment of fee for certain incentives. Other terms and conditions of this Contract provide, for each such incentive, the requirements the Contractor shall meet to earn the fee linked to the incentive. The terms and conditions of this Contract that provide for provisional payment of fee for certain incentives include for each such incentive the requirements the Contractor shall meet before the Government is obligated to pay fee, provisionally, to the Contractor and for the Contractor to have the right to retain the provisionally paid fee.

(f) The CO will determine if the Contractor has met the requirements under which the Government will be obligated to pay fee, provisionally, to the Contractor and for the Contractor to have the right to retain the provisionally paid fee.

(g) If the CO determines that the Contractor has not met the requirements to retain any provisionally paid fee and notifies the Contractor, the Contractor shall return that provisionally paid fee to the Government within 30 calendar days, per the following:

(1) (i) The Contractor’s obligation to return the provisionally paid fee is independent of its intent to dispute or its disputing of the CO’s determination; and

(2) (ii) If the Contractor fails to return the provisionally paid fee within 30 calendar days of the CO’s determination, the Government, in addition to other rights that accrue to the Government and other consequences for the Contractor due to the Contractor’s failure, may deduct the amount of the provisionally paid fee from amounts it owes under invoices, or any other amount it owes the Contractor for payment, financing, or other obligation.

(h) If the Contractor has earned fee associated with an incentive in an amount greater than the provisional fee the Government paid to the Contractor for the incentive, the Contractor is entitled to retain the provisional fee and the Government will pay the difference between the earned fee and the provisional fee.

B.10 Allowability of Subcontractor Fee

(7)(a) If the Contractor is part of a teaming arrangement, as defined in FAR Subpart 9.601(1) and entitled, Contractor Team Arrangements, the team shall share in the total fee as shown in Table B--2. Separate, additional, critical 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 a wholly-owned, a majority-owned, or an affiliate of any team member.

(7)(b) The subcontractor fee restriction in paragraph (a) above does not apply to members of the Contractor’s team that are: (1) small business(es); (2) protégé firm(s) as part of an
approved Mentor-Protégé relationship as required identified in the Contractor’s Diversity Plan as per the Section H Clause, DOE-H-2046 entitled, Mentor-Protégé Diversity Program; (3) subcontractors under a competitively awarded firm-fixed-price or firm-fixed unit-price subcontract; or (4) commercial items as defined in FAR Subpart 2.101, Definitions.

To the extent the Contractor relies on any of the exceptions in paragraph (b) above, CO written concurrence that the exception applies must be obtained.

B.11 Fee Reductions

(→) Annual available 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, Small Business Subcontracting Fee Reduction.
   (2) Section B clause entitled, Conditional Payment of Fee DOE Hanford Site-Specific Performance Criteria/Requirements.

Section E clause, FAR 52.246-3 entitled, Inspection of Supplies — Cost Reimbursement.
Section E clause, FAR 52.246-5 entitled, Inspection of Services — Cost Reimbursement.
Section E clause, FAR 52.246-2 entitled, Inspection of Supplies — Fixed-Price.
Section E clause, FAR 52.246-4 entitled, Inspection of Services — Fixed-Price.

Section H clause, DOE-H-2070 entitled, Key Personnel — Alternate.

(3) Section I clause, FAR 52.203-10 entitled, Price or Fee Adjustment for Illegal or Improper Activity.

Section I clause, FAR 52.215-11 entitled, Price Reduction for Defective Certified Cost or Pricing Data — Modifications.
Section I clause, FAR 52.215-13 entitled, Subcontractor Certified Cost or Pricing Data — Modifications.
Section I clause, FAR 52.219-16 entitled, Liquidated Damages — Subcontracting Plan.
Section I clause, FAR 52.243-1 entitled, Changes — Fixed-Price.
Section I clause, FAR 52.243-2 entitled, Changes — Cost Reimbursement.

(4) Section I clause, DEAR 970.5215-3 952.223-76 entitled, Conditional Payment of Fee, or Profit, — Safeguarding Restricted Data and Other Incentives — Facility Management Contracts (Aug 2009) (Alternate II) Classified Information and Protection of Worker Safety and Health.

(→) Unless otherwise provided for within the Contract, the maximum fee reduction in any annual period of Contract performance is the allocated annual available fee Annual Award Fee, as defined in the Section J Attachment entitled, PEMP, that can be earned in the annual period the event occurred.
B.12 Small Business Subcontracting Fee Reduction

e-j. For the purpose of implementing this clause, the percentage goals established in the Section J-6 Attachment entitled, Small Business Subcontracting Plan, will remain in effect for the duration of the Contract.

a. The Contractor’s performance in meeting small business performance percentage goals in accordance with the Section H Clause entitled, Subcontracted Work, the Contractor’s Small Business Subcontracting Plan, and required Mentor-Protégé Agreements will be evaluated at the end of each performance period indicated below. The evaluation will be based on the cumulative small business subcontracting for the entire performance period.

   (1) At the end of the Base Period of Contract performance.

   (2) At the end of Option Period #1 of Contract performance (if this option is exercised).

   (3) At the end of Option Period #2 of Contract performance (if this option is exercised).

b. If the Contractor has not met any or all of the subcontracting goals and the number of committed Mentor-Protégé Agreements, and/or has failed to provide meaningful work for small businesses, the CO may reduce the annual award fee earned for the last year of each performance period. The reduction amount may be up to 25 percent of the annual award fee earned for the last year of the Base Period, up to 15 percent for the last year of Option Period #1, and up to 10 percent for the last year of Option Period #2.

B.13 Conditional Payment of Fee DOE Hanford Site-Specific Performance Criteria/Requirements

This clause supplements the Contract Section I clause, DEAR 970.5215-3952.223-76 entitled, Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health, by establishing Site-specific Environmental, Safety, Health, and Quality (ESH&Q) and security performance criteria/requirements. Performance failures relating to the performance criteria set forth in this clause will be processed in accordance with DEAR 970.5215-3952.223-76. Site-specific performance criteria/requirements for ESH&Q and Safeguards and Security are as follows:

a. ESH&Q.

   (1) First Degree: Performance failures relating to the criteria set forth in this clause will be processed in accordance with DEAR 970.5215-3952.223-76.

   (1)(2) Second Degree: Performance failures relating to the criteria set forth in this clause will be processed in accordance with DEAR 970.5215-3952.223-76.

   (1)(3) Third Degree: Performance failures that reflect a lack of focus on ESH&Q or failure to comply with an approved Integrated Safety Management System (ISMS) that may result in a negative impact to the public, worker, or environment. The following performance failures, or events of similar importance, are examples of performance failures that are considered third degree:

   (i) Multiple similar non-compliances identified by external oversight (such as, federal) that in the aggregate indicate a significant programmatic breakdown.
(ii) Non-compliances or adverse performance trends that either have or may have negative impact to the public, worker, or environment or that indicate a programmatic breakdown.

(iii) Failure to notify the CO upon discovery of events or conditions where notification is required by the terms and conditions of the Contract.

(iv) Failure to report required data accurately and in a timely manner.

(v) Failure to implement continuous improvement in ESH&Q performance through effective utilization of ISMS processes, including timely submittal of meaningful performance objectives, measurements and commitments.

b. Safeguards and Security.

1. First Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:

   (i) Theft, loss, or diversion of Category I or II special nuclear material (SNM); adversarial attacks or acts of sabotage that result in significant consequences to the safety or security of personnel, facilities, or the public due to a failure or inadequacy of performance by the Contractor.

   (ii) Receipt of an overall rating of Unsatisfactory on any DOE Safeguards and Security survey, audit, and/or inspection.

   (iii) Failure to implement corrective action(s) in response to any first degree performance failure.

2. Second Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:

   (i) Theft, loss, or diversion of Category III SNM that is due to a failure or inadequacy of performance by the Contractor.

   (ii) Inventory differences of Category I/II/III SNM beyond alarm limits where there is no evidence that the difference is created by loss, theft, or diversion.

   (iii) Any amount of SNM found in a dangerous/hazardous or unapproved storage environment or unapproved mode of transportation/transfer.

   (iv) Failure to implement corrective action(s) in response to any second degree performance failure.

3. Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security, and/or jeopardizes protection of the facility or Site security interests. The following are examples of performance failures or performance failures of similar importance that will be considered third degree:

   (i) Loss, theft, diversion, or unauthorized disclosure of information classified as Confidential.
(ii) Negligent weapons and firearms-related incidents involving protective force operations/personnel (e.g., unauthorized weapons discharge, personal wounding).

(iii) Evidence that SNM data has been manipulated or falsified.

(iv) Inventory differences of Category IV SNM beyond alarm limits where there is no evidence that the difference is created by loss, theft, or diversion.

(v) Loss, theft, or diversion of Category IV quantities of SNM resulting from a failure or inadequacy of performance by the Contractor.

(vi) Five (5) or more incidents that involve a potential compromise of classified information and/or unsecured classified repository, in any three (3) month period, of any type.

(vii) Receipt of any topical area rating of Unsatisfactory on any DOE Safeguards and Security survey, audit, and/or inspection.

(viii) Failure to implement corrective action(s) in response to any third degree performance failure.

(ix) Non-compliant or adverse cyber security performance that indicates serious cyber security program degradation (e.g., negative mission impacts or compromise of sensitive information [Sensitive Unclassified Information, Personally Identifiable Information, Unclassified Controlled Nuclear Information]).

c. Minimum requirements for specified level of performance. At a minimum, the Contractor shall perform the following:

(1) The requirements with specific incentives do not require the achievement of cost efficiencies in order to be performed at the level of performance set forth in the Performance Work Statement, Work Authorization Directive, or similar document unless an otherwise minimum level of performance has been established in the specific incentive;

(2) The performance requirements directly related to requirements specifically incentivized do not require the achievement of cost efficiencies in order to be performed at a level of performance such that the overall performance of these related requirements is at an acceptable level; and

(3) Other requirements at a level of performance such that the total performance of the Contract is not jeopardized.

The evaluation of the Contractor’s achievement of the level of performance will be unilaterally determined by the Government. To the extent that the Contractor fails to achieve the minimum performance levels specified in the Performance Work Statement, Work Authorization Directive, or similar document, during the performance evaluation period, the DOE Operations/Field Office Manager, or designee, may reduce any otherwise earned fee, fixed-fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not result in the total of earned fee, fixed-fee, profit, or shared net savings being less than 25 percent of the total available fee amount.

d. Minimum requirements for cost performance.

(1) Requirements incentivized by other than cost incentives must be performed within their specified cost constraint and must not adversely impact the costs of performing unrelated activities.
(2) The performance of requirements with a specific cost incentive must not adversely impact the costs of performing unrelated requirements.

(3) The Contractor’s performance within the stipulated cost performance levels for the performance evaluation period shall be determined by the Government. To the extent the Contractor fails to achieve the stipulated cost performance levels, the DOE Operations/Field Office Manager, or designee, may reduce in whole or in part any otherwise earned fee, fixed-fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not result in the total of earned fee, fixed fee, profit, or shared net savings being less than 25 percent of the total available fee amount.
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Part I – The Schedule

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Hanford Mission Essential Services Contract Overview

Contract Purpose and Overview

The purpose of the Hanford Mission Essential Services Contract (HMESC)\(^1\) is to provide direct support to the U.S. Department of Energy (DOE) and its contractors with cost-effective infrastructure and Site services that are integral and necessary to accomplish the environmental cleanup mission. The scope includes eight (8) primary Contract Line Item Numbers (CLIN) for the base and option periods, as applicable: 1) Contract Transition, 2) Hanford Site Benefit Plans, 3) Legacy Benefit Plans, and Legacy Workers’ Compensation, 4) Infrastructure and Site Services General Requirements, 5) DOE Small Business Procurement Pre-Award Support, 6) Other Hanford Contractors’ (OHC) Usage-Based Services (UBS) to be Provided to Other Hanford Contractors (OHC), 7) Infrastructure Reliability Projects, and 8) DOE Small Business Procurement Post-Award Support and Other Directed Work Scope (see Additional Assignments). See Figure C-1 for Work Breakdown Structure [WBS] by CLIN. In addition to this work scope, the Contractor shall play a key role in ensuring that interfaces with and between Hanford Site customers (DOE Offices and OHCs) that affect their scope of work are managed in a manner that encourages open and proactive communication, collaboration, and cooperation.

The term Hanford Site does not include lands for federal property managed as part of the Manhattan Project National Historical Park (MAPR) (see Section J Attachment entitled, Manhattan Project National Historical Park Description, for MAPR description). While the MAPR (and MAPR contractor) may receive some services, at DOE discretion, MAPR is separate from the cleanup mission and is not subject to Hanford Site requirements. For purposes of this Organization of the Performance Work Statement (PWS), MAPR is not considered an OHC.

Organization of the PWS

The PWS work scope elements are further organized into the following sections:

- **Background** — Presents a general context for the subsequent scoping statements. The Background summarizes the system encompassing the work scope, along with the regulatory or contractual requirements for the scope, and may include historical data.

- **Key Customers** — Lists the primary users of the products and services required by the Section C entitled, PWS.

- **Scope and Requirements** — General Scope and Outcome — Provides a summary of the key work activities listed in the Detailed Scope. The Outcome statement is the overall result desired from the sum of the activities and deliverables described in the section.

- **Detailed Scope** — Provides an in-depth description of the performance-based Contract requirements including deliverables and necessary tasks, actions, functions, or activities to be performed.

- **Boundaries, Constraints, and Interfaces** — States limits or exclusions to the scope of the required activities, describes conditions or factors that restrict freedom of action by the Contractor, and provides interface requirements with others.

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\(^1\) Hereafter, HMESC may be referred to as the Contract or the Contractor, as applicable.
## General Requirements

### Utilities & Infrastructure
- Electrical Transmission and Distribution, and Energy Management
- Water System
- Sewer Systems
- Sanitary Waste Management and Disposal
- Roads and Grounds
- Railroad System

### Transportation
- Motor Carrier Services
- Fleet Services
- Crane and Rigging

### Safeguards & Security
- Protective Forces
- Physical Security Systems
- Information Security
- Personnel Security
- Nuclear Materials Control and Accountability
- Safeguards and Security Program Management

### Emergencies & First Responders
- Fire and Emergency Response Services
- Emergency Operations
- Radiological Assistance Program

### Training & Workforce Readiness
- Volpartest HAMMER Federal Training Center

### Information Technology & Management
- Information Technology Core Services
- Cyber Security
- Information Technology Infrastructure
- End-User Computing Services
- Communications
- Mission Information Technology
- Records Management
- Correspondence Control
- Multimedia Services
- Site Forms Management

### Business Services
- Personal Property Management Program
- Energy Employees Occupational Illness Compensation Program Act Support
- Hanford Workforce Engagement Center
- External Affairs
- Courier Services
- Mail Services
- Reproduction Services
- DOE Receptionists
- Site Safety Standards - Common Safety Processes

### Real Property Asset Management
- Planning and Budgeting
- Land Management
- Site Access and Use
- Post-Cleanup Surveillance and Maintenance
- Tribal Nations
- Hanford Natural Resource Damage Assessment

### Environmental Stewardship & Management
- NEPA Planning and Program Support
- Cultural and Historic Resource Program
- Environmental Compliance Support
- Environmental Regulatory Management
- Environmental Mitigation Strategy and Planning
- Environmental Permits and Compliance
- Natural Phenomena Monitoring
- Radiological Site Services

### Environmental Integration
- Radiation Protection
- Worker Safety and Health Management
- Workplace Substance Abuse Programs
- Event Notification, Reporting and Investigation
- Activity Level Work Planning and Control Program
- Quality Assurance
- Conduct of Operations
- Beryllium

### Safety & QA
- Organizational/Safety Culture
- Engineering
- Business Administration
- Internal Audit
- Employee Concerns Program
- Strategic Partnership Projects
- Program and Project Performance Management
- Hanford Portfolio Analysis, Project Support and Independent Assessment
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### Note:
Additional CLINs for Option Periods 1 and 2 can be found in Section B, Table B-1, Contract CLIN Structure.

**Figure C-1. Work Breakdown Structure by Contract Line Item Number**
CLIN 0001 – Contract Transition

C.1 Contract Transition

Background

The desired outcome is a smooth overriding objectives of transition of are to complete a safe, effective and efficient transfer of responsibility for execution of the PWS, resulting in the Contractor assuming full responsibility for execution of the Contract that avoids disruptions that could impact accomplishment of the DOE mission.

Background

The desired outcome is a smooth and workforce with no disruption to ongoing operations. The main goal of the transition process is to ensure that the terms and conditions of the Contract are fully understood by the Contractor prior to assumption of full responsibility for execution of the Contract.

The objectives of transition are to complete a safe, effective, and efficient transfer of responsibility for execution of the Contract with no disruption to ongoing operations.

Key Customer

- DOE

General Scope and Requirements Outcome

The Contractor shall perform the following activities for transition at initial Contract startup:

- Within 72 hours following a Notice to Proceed (NTP), the Contractor shall release on its own website a brief Executive Summary of its offer including the following elements:

  - Name of Contractor including the identification of teaming partners and major subcontractors and a description of the experience that each party brings to the project.
  - Summary/Description of Contractor’s Technical Approach.
  - Organizational Structure and Identification of Key Personnel.
  - Commitments to the Community for the Period of Performance.
  - Total Contract Value Commitment to Small Business Subcontracting.
  - Contractor Performance Commitments.
  - Brief overview of Contractor’s Work on Similar Projects.

- Transition the workforce needed to execute the mission of the Contract. This includes:

  - Transition of the incumbent workforce in accordance with the requirements of the Contractor Human Resources Management clauses of Section H. The workforce Transition Plan identified in Section H entitled, Workforce Transition and Benefits Transition: Plans and Timeframes, shall include the following: as applicable:
    - Expected workforce composition;
    - Contractor’s plan for engaging with labor representatives;
    - A schedule for preparation and submission of bargaining parameters;
Contractor’s plan for complying with section 4(c) of the Service Contract Labor Standards statute, as well as National Labor Relations Act requirements with respect to determination of wages and benefits;

Contractor’s plan to engage external counsel to resolve legal issues regarding Human Resources Management Requirements (e.g., pension, labor); and

Contractor’s plan for communicating and engaging with DOE on matters related to the above.

- Employment of additional staff determined to be necessary.

- Placement of subcontracts determined to be necessary, including assumption of existing subcontracts identified by the Contractor or as directed by the DOE Contracting Officer (CO).

- Conduct a due diligence review of existing conditions. This includes:
  - Review of material differences and current conditions identified by DOE;
  - Review of government furnished property and equipment to be assigned to the Contractor; and

- Establish the programmatic and management system elements needed to support execution of the PWS under the terms and conditions of the Contract, including:
  - Review of existing project, program, and management system documents;
  - Assumption of existing project, program, and management system documents, as appropriate;
  - Generation of needed replacement project, program, and management system documents determined by the Contractor to be necessary prior to assumption of responsibility for execution of the Contract; and
  - Establish operations under existing or new programmatic and management systems.

- Support DOE activities needed to determine Contractor readiness to assume responsibility for execution of the Contract under the terms and conditions of the Contract.

The desired outcome is a smooth transition of full responsibility for execution of the Contract that avoids disruptions that could affect the accomplishment of the Hanford Site mission.

Detailed Scope and Requirements

Transition

Unless otherwise specified, the transition period for initial Contract startup will be 120\(^2\) days from written Notice to Proceed (NTP) to the Contractor assuming full authority and responsibility for execution of the Contract.

During the transition period, the Contractor shall:

- Participate in a post-award orientation session convened by the Contracting Officer (CO) to discuss important terms and conditions and the overall approach in Contract administration.

\(^2\) Unless otherwise specified, the number of days listed in the PWS shall be calendar days.
• Deliverables listed in Table J-10.1 (Section J Attachment entitled, Contract Deliverables) shall be performed under CLIN 0001 (Contract Transition), regardless of where the deliverable appears in the Contract.

• Submit a Transition Plan within 15 days of receipt of written NTP that fulfills the requirements presented in the section entitled, Transition Plan, immediately following this section.

• In coordination with DOE, establish and conduct informational and transition progress reporting sessions with stakeholders and regulators. Communicate community commitments through appropriate informational sessions and communication venues.

• In coordination with DOE and the incumbent contractor, establish the mechanisms to communicate introductory information and transition progress reports to the current workforce.

• Develop training for the workforce on the PWS and the Contractor proposed technical and management approach for execution. Provide DOE a schedule for completion of training that results in 100 percent (100%) of the workforce trained within six months of NTP.

• Coordinate and cooperate with other contractors during transition.

• Adopt existing interface agreements and processes related to Section J Attachment entitled, Hanford Site Services and Interface Requirements Matrix. Changes to those agreements shall be executed in accordance with Section C entitled, Interface Management, and Section H entitled, Hanford Site Services and Interface Requirements Matrix.

• Document in a Transfer Agreement, with the prior contractor, the key elements of the transfer, including, but not limited to items such as, purchase order and subcontract assignments, software license agreements, property transfers/exclusions, key documents/databases/records, permits, outstanding liabilities, litigation, administrative claims.

• Perform a due diligence review to:
  – Evaluate material differences and pre-existing conditions provided by DOE at the start of transition.
  – Evaluate the listing and assessment of property and equipment condition provided by DOE at the start of transition. Conduct a joint reconciliation of this list with the incumbent contractor.
  – Review policies, procedures, plans, records, technical documents, permits, safety analyses, and other documents or forms of information to ensure they are complete, accurate, and current. Identify where the Contract does not reflect the most current status of these documents or forms of information.
  – Identify additional material differences and pre-existing conditions associated with Government-furnished property and equipment to be assigned to the Contractor and current conditions of the elements in the PWS established in the Request for Proposal (RFP).

• Prior to the end of transition, provide the CO with a listing of material differences and pre-existing conditions. Untimely submissions will not be considered. After receipt and evaluation of the Contractor material difference submission, DOE will negotiate the final list of material differences and pre-existing conditions with the
Contractor that may represent a change to the Contract. The CO will provide direction to address these potential changes and will establish time frames for completion of applicable actions.

- In addition to other service protocols, develop a Nuclear Safety protocol as described in the Section H clause entitled, Hanford Site Services and Interface Requirements Matrix, for DOE approval prior to completion of transition. The protocol shall be signed, showing concurrence by the Contractor and by other affected contractor(s).

- Support an initial safeguards and security (SAS) survey conducted by DOE. The Contractor shall ensure adequate programs are in place prior to the end of transition to receive a Satisfactory rating, in accordance with DOE Order (O) Contractor Requirements Document (CRD) 470.4B, Change 2, Safeguards and Security Program.

- Adopt the existing, integrated Nuclear Materials Control and Accountability (MC&A) Plan for use by OHCs performing MC&A activities prior to completion of transition.

- Develop the inter-contractor ordering and financial agreements necessary to support providing services identified in Section J, Attachment J-3.a entitled, Hanford Site Services and Interface Requirements Matrix, to other contractors including clear identification of responsibility for the costs incurred under these agreements.

- Support DOE in-process verification of Contract transition.

- Provide DOE with weekly written transition status reports.

- Establish routine status meetings with DOE and affected contractors to review transition activity progress and issues and progress toward issue resolution.

- Submit a Declaration of Readiness to Execute Contract to DOE, at least two (2) weeks prior to the end of transition, indicating readiness to assume responsibility for execution of the PWS under the terms and conditions of the Contract.

- Support DOE in conducting activities required for DOE to determine that, prior to the end of transition, the Contractor is ready to assume full responsibility for execution of the Contract.

- Develop and submit a Graded Approach for Implementation of Contract Requirements Plan for DOE approval within 90 days of NTP and at the beginning of each option period to implement requirements and streamline processes, eliminate non-value added requirements, apply a graded approach, and identify efficiencies and performance improvements (e.g., to DOE directives, regulations, and others) that are critical to accomplishing the Hanford Site mission. The plan shall include a review and recommendations of changes to the current Hanford Site Standards and implementing procedures for the elimination of requirements and/or streamline processes. The Contractor shall use the Hanford Site interface governance process to reach agreement with the Other Hanford Contractors on proposed changes.

Transition Plan

The Contractor shall submit a Transition Plan within 15 days of receipt of written NTP that fulfills the transition requirements. The Transition Plan provides a description of necessary transition activities, identifies involved organizations, identifies Contractor personnel along with roles and responsibilities of who will be managing transition activities, and includes an integrated, critical-path transition schedule that reflects activities by the incumbent, OHCs, and DOE personnel, as appropriate. The objectives of the Plan are to minimize the impacts affecting continuity of operations, identify key issues and approach to
resolution, and overcome barriers to transition. Successful completion of the transition activities will enable the Contractor to assume full responsibility for execution of this Contract no later than 120 days after NTP.

The Plan shall:

- Describe the approach to transition of services and other work identified in the Contract, including the transition team, their roles and responsibilities; description of the work breakdown structure for each element of Contract transition of responsibilities including: scope of work, labor relations, human and material resources, process, rationale, planned activities, and milestones necessary for conducting safe, orderly contract transition; minimize impacts on continuity of operations; identify key issues and associated resolutions that may arise during transition; and plan interactions with DOE, other contractors, the workforce, regulators and stakeholders.

- Identify agreements, letter approvals, determinations of cost allowability, or understandings, the Contractor plans to rely upon and apply to work performed under this Contract, or in the accounting for costs incurred. DOE agreements with predecessor contractors, contract guidance, direction, or interpretation on other contracts shall not apply to this Contract unless they have been identified and approved in advance by the CO. CO approved agreements shall be incorporated into Section J Attachment entitled, Advance Understanding on Costs.

- Include a description of the activities necessary for the Contractor to assume full responsibility for the Contract no later than 120 days after NTP. Additionally, identify post transition activities that may be required (e.g., notifications to outside agencies of transfer of co-operator responsibilities, or completion of procedure updates).

- Address other activities and deliverables specified in this Contract that require DOE approval prior to completion of transition.

### CLINs 0002, 1002, 2002 – Hanford Site Benefit Plans

#### C.2 Responsibilities for Sponsorship, Management and Administration of Hanford Site Contractor Employee Pension and Other Benefit Plans

The Contractor shall have certain responsibilities regarding sponsorship, management, and administration of pension and other benefit plans for certain active and retired contractor employees at the Hanford Site. The requirements associated with these responsibilities are set forth in the Section H clauses entitled, Employee Compensation: Pay and Benefits, and Post-Contract Responsibilities for Pension and Other Benefit Plans. Non-labor related costs to perform these functions reside within these CLINs. Labor related costs to perform the management and administration functions are to be charged to the Business Administration scope, under the Infrastructure and Site Services CLINs.

### CLINs 0003, 1003, 2003 – Legacy Benefit Plans and Legacy Workers’ Compensation

#### C.3 Responsibilities for Legacy Post-Retirement Benefit Plans and Legacy Workers’ Compensation

The Contractor will have certain responsibilities for post-retirement benefit plans and workers’ compensation for certain retired contractor employees and former workers associated with work at different DOE Sites. The requirements associated with these responsibilities are set forth in the Section H clauses entitled, Employee Compensation: Pay and Benefits, Post-Contract Responsibilities for Pension

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and Other Benefit Plans. Non-labor related cost to perform these functions reside within these CLINs. Labor related costs to perform the management and administration functions are to be charged to the Business Administration scope, under the Infrastructure and Site Services CLINs.

**CLINs 0003, 1003, 2003 – Legacy Benefit Plans**

C.3 **Sponsorship, Management and Administration of Legacy Benefit Plans: Pension and Post-Retirement Benefit Plans, and Workers’ Compensation**

The Contractor will have certain responsibilities regarding sponsorship, management and administration of pension and other benefit plans for certain retired Contractor employees associated with work at different DOE Sites. These include, but are not limited to, DOE Sites in Colorado, Ohio, and Washington States. The requirements associated with these responsibilities are set forth in Section II clauses entitled, Employee Compensation: Pay and Benefits, Post-Contract Responsibilities for Pension and Other Benefit Plans, and Workers’ Compensation. Non-labor related cost to perform these functions reside within these CLINs. Labor related costs to perform the management and administration functions are to be charged to the Business Administration scope, under the Infrastructure and Site Services CLINs.

**CLINs 0004, 1004, 2004 – Infrastructure and Site Services**

**General Requirements**

**Scope Summary**

The PWS is intended to provide a broad framework and general scope, including interfaces, and requirements, of the work to be performed. Additional detailed requirements are included in the Section J, Attachment J-3 entitled, Hanford Site Services and Interface Requirements Matrix, which identify services to be provided to OHCs. The deliverables associated with the PWS as well as other sections of this Contract are listed in Section J, Attachment J-10 entitled, Contract Deliverables. The Contractor shall provide the personnel, materials, supplies, and services necessary to perform the PWS or as directed by the CO.

The Contractor is responsible for the work scope and shall provide these services, satisfying requirements necessary for safe, compliant, cost-effective, and energy-efficient operations. The Contractor shall right-size the infrastructure and services, and maintain the capability of infrastructure systems provided for the Hanford Site over its life cycle. If, in the course of these actions, it is determined that elimination of specific services is necessary, DOE approval is required.

**Hanford Site Integration Contractor**

The Contractor shall perform the function of Hanford Site Integration Contractor. Streamlining processes, eliminating non-value added requirements, applying a graded approach, and identifying efficiencies and performance improvements are critical to accomplishing the Hanford Site mission. The Contractor throughout the Period of Performance (POP) of this Contract shall seek to reduce non-value added requirements and processes that impede progress, and identify efficiencies and performance improvements that reduce the actual cost and/or improve the schedule for the work.

**Hanford Site Integration Contractor**

The Contractor shall perform the function of Hanford Site Integration Contractor. As the Site’s Integration Contractor, the Contractor shall, in collaboration with OHCs, develop demonstrate effective Site Integration through the development of a Hanford Site Integration governance policy, and provide to DOE for approval. The governance policy shall define which communicates DOE expectations and roles...
and responsibilities relative to inter-contractor leadership and cooperation in the conduct and advancement of the Site’s environmental cleanup missions. The governance policy shall be developed in collaboration with DOE and the OHCs. The Contractor shall provide DOE with an unfiltered forward-looking forecast of emerging issues that could affect the OHCs, and shall identify longstanding or emerging issues that affect efficient Site operations and provide recommendations for improvement. Additionally, the Contractor shall facilitate a contractor leadership council, facilitate crosscutting inter-contract Site integration opportunities (e.g., business systems, training), and lead/facilitate DOE-directed integration initiatives. In planning and executing Examples of areas requiring integration activities for are the development of a Hanford Site, the Contractor shall coordinate with the MAPR and/or MAPR contractor to ensure alignment with DOE’s MAPR mission Work Breakdown Structure (WBS), Information Technology (IT), Security, and Emergency Management.

Infrastructure and Services Alignment Plan & Annual Forecast of Services and Infrastructure

The Contractor shall develop, maintain, and update an Infrastructure and Services Alignment Plan (ISAP) that incorporates the strategic vision and describes the activities necessary to integrate the Contractor responsibilities with those of the OHCs, to right-size the infrastructure and services, and to maintain the capacity of infrastructure systems provided for the Hanford Site over its life cycle. Other assessments, plans, studies, and analyses, as detailed in Section C, PWS, may be part of the ISAP.

The ISAP shall also provide planning information to successfully achieve the Contractor outcomes while minimizing the Hanford Site’s life cycle costs. The ISAP shall collect information from Master Plans, the Annual Forecast of Services process, and other documents and processes to support infrastructure and services forecasting. The ISAP shall identify opportunities to re-engineer or replace systems as necessary, (without negatively impacting mission contract project schedules,) in a timely and coordinated fashion. The ISAP shall include an approach for taking advantage of new technologies and business practices that make good business sense from a safety, compliance, cost-effectiveness, and energy-efficiency perspective. The ISAP shall consist of a publicly releasable summary brochure of less than 50 pages and an internal Hanford Local Area Network (HLAN) website with access to more comprehensive planning and supporting information.

The ISAP shall incorporate a forecast of needed utilities, services, and infrastructure from the OHCs. The Contractor shall develop performance metrics/service levels in each of the CLINs, except for CLIN 0001 (Contract 1 (Transition). The performance metrics/service levels), which will be used to evaluate performance of services delivered under this Contract and the physical condition of infrastructure and utilities, including systems and equipment necessary for the life cycle of Hanford cleanup for DOE approval. The Contractor shall also establish the frequency of performance measurement against the metrics. Planned and actual performance shall be evaluated and reported in the monthly report. The performance information shall be used in the development of the ISAP, including annual updates and in determining the need for infrastructure reliability projects.

Government-Furnished Services and Information

The Government-Furnished Services and Information (GFS/I) included in this Contract (see Section J Attachment J-11 entitled, Government--Furnished Services and Information) is for the first year of this Contract term. DOE is committed to providing effective support to the Contractor throughout the period of Contract performance, and the Contractor may request that DOE consider providing additional GFS/I. To manage the GFS/I furnished under this Contract and to evaluate the additional GFS/I that may be required by the Contractor, the Contractor shall submit for DOE approval:
GFS/I Request: 12-month advance projection of GFS/I to be furnished under this Contract and additional Contractor-requested GFS/I, prior to each fiscal year; and

GFS/I Request – Update: Quarterly update to the projection of GFS/I furnished under this Contract and additional Contractor-requested GFS/I, prior to each quarter.

For the additional Contractor-requested GFS/I, if for any reason DOE cannot provide the Contractor with its requested additional GFS/I, the Contractor remains fully and solely responsible for obtaining the needed services and/or information in a timely manner and without recourse against DOE.

For items described in Section J Attachment J-13 entitled, Hanford Waste Site Responsibility Assignment MatrixList, DOE will execute its GFS/I responsibilities for review, approval, and/or certification actions following Contractor submission of an acceptable product.

For each GFS/I that includes an interface with OHCs, the Contractor shall coordinate with each of the OHCs to support a cooperative and effective delivery of GFS/I.

C.4 Infrastructure and Site Services

The scope of Infrastructure and Site Services includes activities such as utilities (electrical and energy management, water, and sewer), sanitary waste disposal, roads and grounds, and railroad services. The Contractor shall develop and implement an integrated, life cycle approach to furnish, operate, maintain, and close infrastructure, supporting the Hanford Site mission, based on necessary and sufficient user requirements.

The Contractor shall maintain services and equipment required to support the Hanford Site environmental cleanup mission, and ensure safe, compliant, cost-effective, and energy-efficient alignment with projects that are integral to the Hanford Site mission. The Contractor shall, when appropriate and cost-effective, replace fixed and system related utilities with temporary services or permanent services from off-grid power sources. When DOE or the Contractor determines services and/or equipment are no longer required or cost-effective, the Contractor shall propose actions for elimination or removal. The Contractor shall right-size the infrastructure and services and maintain the capability of infrastructure systems provided for the Hanford Site over its life cycle. If elimination of specific services is necessary, DOE approval is required. The Contractor shall, when appropriate, align its delivery of services and equipment to implement the goals described in Executive Order 13423, Strengthening Federal Environmental, and Transportation Management, and DOE directives regarding Transportation Management.

C.4.1 Utilities and Infrastructure

C.4.1.1 Electrical Transmission and Distribution, and Energy Management

Background

The high voltage electrical utility consists of a system for providing power to the facilities at the Hanford Site (100, 200, 400, and 600 Areas).

The desired outcome is timely, compliant, safe, reliable, cost-effective, and energy-efficient electrical service to Hanford Site projects/facilities that meets customer needs and maintains the integrity of the nation’s bulk power system.

Key Customers

- DOE
- OHCs
• Waste Treatment and Immobilization Plant (WTP)
• Businesses, or other public utilities that operate facilities in the 100 Area, 200 Area, 400 Area, and 600 Area.

General Scope and Requirements

The Contractor shall:

- Operate The Contractor shall operate the Hanford Site high voltage electrical transmission and distribution systems (230kV and 13.8kV), including energy management responsibilities, and coordinate with the interconnected utility operators, as necessary.

The Contractor shall eliminate and remove services and equipment that are no longer required and align the remaining systems and equipment with Hanford Site missions; when appropriate and cost effective, replace fixed and system related utilities with temporary services or permanent, off-grid power sources.

The desired outcome is timely, compliant, safe, reliable, cost-effective, and energy-efficient electrical service to Hanford Site projects/facilities that meets customer needs and maintains the integrity of the nation’s bulk power system.

Detailed Scope

The Contractor shall:

- Operate, maintain, upgrade, renovate, and replace electrical utility systems in alignment with the Electrical Utilities Master Plan, approved by DOE. (the Plan is described in detail in Section C entitled, Electrical Planning).

- Operate the Hanford electrical transmission and distribution system in a safe and reliable manner, in compliance with the requirements of the mandatory Electric Reliability Standards.

- Eliminate and remove services and equipment no longer required.

- Integrate electrical utilities improvements with Site projects, consistent with and in addition to the Comprehensive Land-Use Plan (CLUP), CLUP area management and resource plans, and DOE Real Property Asset Management requirements. (See section 4.8, Real Property Asset Management and applicable DOE directives for Real Property Asset Management).

- Monitor components for signs of impending failure, with selective maintenance performed when appropriate, to extend the operating life.

- Plan, organize, direct, monitor, and evaluate the operation of the Hanford Site electrical transmission and distribution system.

- Maintain safe working areas through controlled system configuration changes.

- Analyze electrical system loading and correct abnormal/emergency conditions to maintain reliable operations.

- Prepare and execute switching orders.

- Provide engineering support, including configuration control; system modification design; supervisory control and data acquisition (SCADA) and remote terminal unit operational support;
equipment breakdown and repair analysis; excavation permit review; construction project design review; engineering service request evaluation and response; and system reconfiguration.

- Provide condition assessment survey results for electrical utilities, facilities, systems and equipment within the timeframe consistent with CRD O 430.1 (current version), Real Property Asset Management.

- Coordinate with OHCs to obtain the following:
  - Energy cost and consumption data for the Site Sustainability Plan (see Section 4.1.1.3, Energy Management for Site Sustainability Plan);
  - Energy cost and consumption data for the quarterly Hanford Site energy cost and consumption date entry to Energy Management System 4 database;
  - Facility shutdown constraints and impacts due to fuel reductions for the Site Sustainability Plan (see Section 4.1.1.3, Energy Management for Site Sustainability Plan); and
  - Facility electrical load information for the annual electrical load forecast.

### C.4.1.1.1 Electrical Operations

The Contractor shall:

- Provide meter specification and design reviews; collect electrical metering data, prepare recharge billings, and distribute electrical load charts for buildings and building groups; evaluate energy savings opportunities; and interface on Contract and billing corrections.

- Review and validate Bonneville Power Administration (BPA) power and transmission sales agreements, rate schedules and tariffs, verify the monthly BPA power and transmission service invoices for accuracy (DOE pays the invoices received from BPA); develop a breakdown of each Contractor costs, and provide the cost breakdown to DOE monthly.

- Ensure the accuracy of the Contractor’s electricity purchases from the Benton Public Utility District No. 2 (BPUD), the Benton Rural Electric Association (BREA), and the City of Richland.

- Prepare an annual load forecast of power and energy requirements for the Hanford Site electrical loads, in accordance with the format prescribed by BPA, and submit the forecast to DOE by June 15.

- Ensure planned outages affecting the Hanford Site 230kV transmission system are coordinated in advance with the BPA, in accordance with the agreed-upon notification process.

- Prepare Outage and Load Shift Reports utilizing the format provided by the BPA, and submit electronic copies of the reports to BPA and DOE within four (4) days of the outage or load shift.

- Operate and maintain the A-6 substation, including 13.8kV cables from Building 251E to Building 87, for serving power to the WTP. The WTP will connect to the load side of the 13.8kV switchgear in Building 87. Operate and maintain the cables for WTP in accordance with applicable interface control documents, the 24590-WTP-ICD-MG-01-011, Rev. 11 entitled, Interface Control Document for Electricity, for the WTP.

- Operate and maintain roadway luminaires and light standards along Route 4 South adjacent to the 300 Area. The Contractor is responsible for operations and maintenance (O&M) of roadway luminaires,
and light standards along Route 4 South adjacent to the 300 Area from the secondary side of Cypress/Route 4S Intersection. The Contractor is also responsible for the street lighting within the 300 Area, and area lighting in the 300 Area parking lots, unless the fixture is attached to a pole owned by the City of Richland.

- Supply a work scope statement and a charge code to DOE for BPA work when it is necessary to obtain support from BPA for substation activities, such as relay settings, equipment installation, and equipment testing. DOE will issue a task order to BPA utilizing Interagency Agreements.

- Routinely The Contractor shall routinely communicate with the BPA, BPUD, and BREA regarding system interface and provide information (e.g., transformer losses, relay settings, unplanned outage response, billing), when requested.

C.4.1.1.2 Electrical Distribution System Maintenance

Maintenance of the distribution system consists of a combination of preventive, predictive, and corrective maintenance programs that are developed to allow a piece of equipment to function within design operating conditions and to realize its maximum, reasonable, and useful life. Electrical distribution systems shall be maintained to comply with safety requirements and assumptions for Hanford Site facilities as documented in applicable documented nuclear safety analyses (e.g., documented safety analyses and technical safety requirements). The Contractor shall use Integrated Safety Management System (ISMS), Quality Assurance (QA), and improvement plans, operational trends, vendor recommendations, cost/benefit analysis, and engineering evaluations as a basis to establish maintenance activities.

Maintenance activities shall be performed by qualified personnel and shall include system inspections, high voltage testing, calibrations, repairs, re-lamping, and troubleshooting; and are focused primarily on system protection equipment (e.g., relays, circuit breakers, and batteries), safety-related equipment, and the transmission system.

The Contractor shall drain, store, dispose of, and recycle (as appropriate) polychlorinated biphenyl oil from electrical equipment, as necessary, in accordance with applicable environmental regulations.

C.4.1.1.3 Energy Management

The Contractor shall develop:

Develop an Annual Site Sustainability Plan that supports the Hanford Site energy savings goals and/or performance expectations consistent with the applicable federal energy, buildings, and fleet management requirements. The Plan shall:

- Contain an energy conservation component to mitigate the effects of a sudden disruption in the supply of fuel oil, natural gas, electricity, and other critical energy supplies.

- Be reviewed and updated on an annual basis.

- Be prepared in accordance with the annual guidance from DOE Headquarters (DOE-HQ) and shall be submitted to DOE.

- Contain textual information describing the Contractor’s activities or projects that support the Hanford Site energy savings goals and/or performance expectations, and numerical data (e.g., annual energy costs, energy consumption, square footage, and water usage) for the OHCs.
• Perform energy conservation performance measurement tracking and reporting, and incorporate into the Plan.

• Generate quarterly energy conservation performance report energy statistics that include the OHCs data; the data shall be entered into the DOE-HQ Energy Management System 4 Database at the end of each calendar quarter, and by November 15 for end-of-year data.

• Support DOE in the development and implementation of the Hanford Site Electrical Metering Plan, which includes but is not limited to, providing data and input for the report, drafting the report, coordinating with OHCs, providing to DOE, resolving comments and producing a final product. The Plan shall be updated annually.

• Retain historical facility electrical demand and energy consumption records.

C.4.1.1.4 Electrical Planning
The Contractor shall:

• Develop and deliver an Electrical Utilities Master Plan that documents a strategy for managing repairs, life extensions, replacements, and deactivations for the electrical utility transmission and distribution system within the scope of this Contract over the life cycle mission a ten (10) year planning horizon and plan to execute the work scope within the 10 year period covered by this Contract. The Plan shall:

  • Include electrical utilities operations performance analysis and predict remedial and preventive maintenance and upgrade projects to support reliable system operation for the projected life of the service need.

  • Contain a detailed inventory of facilities, structures, vehicles, and equipment supporting the electrical utilities service and shall document the condition of these items in the Plan.

  • Explain the process for determining condition. Visual inspection of the facilities, structures, vehicles, and equipment is required. If appropriate, non-destructive examination and destructive testing shall be used. Where a 100 percent visual inspection may not be feasible, a statistical sampling method shall be used and explained in the Plan.

  • Develop and document regulatory strategies to address electrical system physical condition, modifications, or upgrades such as, but not limited to, electric reliability standards, along with the list of the applicable regulations and industry standards. Long lead regulatory activities such as, but not limited to, permitting and regulatory approval shall be addressed regarding system modifications, new installations, and upgrades.

  • Contain activity based logic schedules that shall be developed to document the progression of an activity to completion.

  • Include National Environmental Policy Act (NEPA) and proposed infrastructure projects for the electrical utilities service. Define and formulate maintenance and upgrade projects ready for project execution.

  • Align the electrical system with the functional requirements of the cleanup mission by displaying specific alignment with individual cleanup projects.

  • Focus on cleanup mission.
Boundaries, Constraints, and Interfaces

Boundaries and Constraints:

- The Hanford Site receives electricity from the BPA, BPUD, BREA, and the City of Richland. Electricity and transmission service from BPA are obtained through a Power Sales Agreement and Transmission Service Agreement between BPA and DOE. Electricity from BPUD, BREA, and the City of Richland is obtained by standard industrial customer, purchased by the OHCs. Because the Hanford Site transmission and distribution system is physically connected to the BPA, BPUD, and BREA systems, the Contractor shall communicate, verbally or through email, on a regular basis with the appropriate BPA substation operators, BPUD, and BREA to ensure day-to-day operation and coordination of the electrical systems interfaces, which may require verbal or email communication. DOE is responsible for formal communications with these entities.

- The 300 Area electrical distribution system is owned, operated, and maintained by the City of Richland. The Contractor shall operate and maintain roadway luminaires and light standards along Route 4 South adjacent to the 300 Area. The Contractor is responsible for operation and maintenance of roadway luminaires and light standards along Route 4 South adjacent to the 300 Area from the secondary side of Cypress/Route 4S intersection. The Contractor is also responsible for the street lighting within the 300 Area, and area lighting in the 300 Area parking lots, unless the fixture is attached to a pole owned by the City of Richland.

- For the MAPR, the Contractor provides no-cost electrical power to the parcels of land at MAPR, roughly equivalent to the power levels at the time the MAPR is assigned. This does not include system reconfiguration, maintenance, or repair.

Interfaces: BPA, BPUD, BREA, City of Richland, and other businesses, and other public utilities that operate facilities.

C.4.1.2 Water System

C.4.1.2.1 Water System Operations and Maintenance

Background

The Hanford Site Water System is a ready-to-serve water utility service. The system primarily consists of a complex assortment of buildings, pumps, valve houses, distribution piping, water treatment, and storage (reservoir) facilities that delivers water from the Columbia River to the Hanford Site Central Plateau 100 (except 100-K), 200, and 600 Areas, and City of Richland supplies water to the Hanford Site 300 Area, located north of the city. Major parts of the water system are one active water treatment plant, two river pump stations, and more than 100 miles of raw and potable water distribution pipelines. The 100 Area water system includes the line supplying the 100-BC Areas.

Key Customers

- OHCs
- WTP

General Scope and Outcome

The Contractor shall operate the Hanford Site Water System, including compliance and sampling; maintenance of support structures, systems, and components (SSC); operation of the water treatment plant; and performance of water administration duties in accordance with, but not limited to, applicable
federal, State of Washington (state), and local laws, regulations, and guidance documents for water systems.

The Contractor shall align the systems and equipment with Hanford Site missions (such as capacity and reliability), and shall eliminate and remove services and equipment that are no longer required.

The desired outcome is a safe, compliant, and reliable Hanford Site Water System (i.e., raw and potable water) that meets customer needs.

**Key Customers**
- OHCs
- WTP

**Detailed Scope and Requirements**

The Contractor shall:

- **Align the systems and equipment with Hanford Site missions (such as capacity and reliability), and eliminate and remove services and equipment that are no longer required.**

- Operate, maintain, upgrade, renovate, and replace water systems in alignment with the Hanford Site Water System Master Plan.

- Manage, operate, and maintain the water systems in accordance with, but not necessarily limited to, applicable federal, state, and local laws, regulations, and guidance documents for water systems. For the purposes of the water systems responsibilities contained within the scope of this Contract (100--BC Area, 200 Area, and the 100 Area Export Water Systems), the term “purveyor” (as written in the Washington Administrative Code [WAC] and other state regulations), is the entity responsible for (O&M) operations and is referring to maintenance and shall mean the Contractor.

- Monitor components for signs of impending failure, with selective maintenance performed when appropriate, to extend the operating life.

- Manage the water system in accordance with reliability agreements negotiated with the OHCs being served.

- Certify and submit required performance and monitoring reports to the Washington State Department of Health (DOH). The Contractor manager responsible for water utilities is authorized to sign and/or certify performance and monitoring reports. DOE shall be copied on submittals.

- Certify and submit permits for the water system to DOH. The Contractor is given signature authority for DOH water system permits. The Contractor shall pay fees associated with the DOH permits, reviews, and approvals, which are allowable, reimbursable costs under the terms of this Contract. DOE shall be copied on submittals.

- Provide DOE with documents that require approval from the DOH, such as requests for system modifications, variances, exemptions, and waivers of state regulations for water systems. DOE will review and submit these documents to DOH, as appropriate.

- Perform activities necessary for safe and compliant production of drinking water, including the performance of assessments and inspections necessary to ensure continued regulatory compliance.
• Control connections to the water systems in compliance with state requirements. The Contractor shall approve, in writing, connections to the water systems.

• Control other non-potable piping that crosses or comes within proximity to a potable water distribution system, in accordance with the Washington State Water System Design Manual.

• Establish and implement a cross-connection control program in accordance with, but not limited to, applicable state laws, regulations, and guidance documents. This Contract establishes the legal authority for the Contractor to implement a cross-connection control program.

• Assess changes to regulations to be promulgated by the state, and provide the impact assessment to DOE. Identify required physical modifications to the water system that may be necessary to comply with impending regulations, and provide a schedule and cost estimate for implementation of physical modifications.

• Provide surveillance and maintenance (S&M) of structures, systems, and components (SSC) and processes to ensure operation within the approved safety and compliance requirements envelope, including preventive maintenance, calibrations, repair of failed and malfunctioning equipment, walkdown of safety systems, equipment and facility grounds (operational surveillance), and routine radiological surveys.

C.4.1.2.2 Water System Planning

• The Contractor shall perform management assessment activities; Environmental, Safety, Health and Quality (ESH&Q) support; employee training; emergency planning; and procedure maintenance as required for maintaining a safe and compliant water system, including associated facilities.

• Maintain active Washington State Certifications for Water Treatment Plant Operators as required by state drinking water regulations.

Maintain the existing Water System Master Plan. The Plan shall:

• Document a strategy for managing repairs, life extensions, replacements, and deactivations for facilities and equipment for the water systems within the scope of this Contract over the life cycle mission a ten (10) year planning horizon and plan to execute the work scope within the 10 year period covered by this Contract.

• Align the water system with the functional requirements of the cleanup mission by displaying specific alignment with individual cleanup projects.

• Focus on cleanup mission.

— Be in alignment and in accordance with current DOE directives regarding Real Property Asset Management.

• Contain a detailed inventory of facilities, structures, and equipment, such as reservoirs, basins, clear wells, filters, disinfection systems, water distribution piping, pumps, motors, generators, and tanks supporting the water system, and the plan shall document the condition of these items in the Plan.

• Explain the process for determining the condition of the water system. Visual inspection of the facilities, structures, and equipment is required. If appropriate, non-destructive examination and
destructive testing shall be used. Where a 100 percent (100%) visual inspection may not be feasible, such as underground water distribution piping, a statistical sampling method shall be used and explained in the Plan.

- Include water utilities operations performance analysis and predict remedial and preventive maintenance and upgrade projects to support reliable system operation for the projected life of the service need.

- Develop and document regulatory strategies to address water system physical condition, modifications, or upgrades to comply with Washington State drinking water regulations along with the list of the applicable regulations and industry standards. Long lead regulatory activities, such as but not limited to, permitting and regulatory approval shall be addressed regarding system modifications, new installations, and upgrades. Activity based logic schedules shall be created to show the progression of activities to completion.

--- The Water System Master Plan shall include NEPA timely National Historic Preservation Environmental Policy Act (NHPA), of 1969 (NEPA) compliance for the Plan and proposed water-infrastructure projects for the electrical utilities service, i.e., preparation of an Environmental Impact Statement (EIS), Environmental Assessment (EA), or Categorical Exclusion (CX).

- Coordinate with affected parties and regulators (e.g., OHCs, DOH) in order to plan and schedule water plant outages, repairs, and modifications.

The Contractor shall perform, as requested, the following service for OHCs:

- Manage water system contaminant monitoring including creating monitoring plans for OHCs, sample collection, and analysis in accordance with state regulations for water systems.

For the Annual and Multi-Year Baseline, in regards to Water Systems, the Contractor shall provide, at a minimum, a description of the work activities, including upgrades/renovations, along with the cost of labor (full-time employee), subcontracts, assessments, materials, and assumptions necessary to operate and maintain water systems.

**Boundaries, Constraints, and Interfaces**

**Boundaries and Constraints:**

- The City of Richland supplies water to the Hanford Site 300 Area, located north of the city.

- The Contractor shall be responsible for the water distribution system only up to and including the first off-valve or demarcation point outside the customer’s facility or complex of facilities. The customer or facility maintains responsibility for lines downstream of this agreed-upon point. On side-by-side multiple valve isolations and backflow assemblies, the facility assumes responsibility from the discharge side of the downstream isolation valve. For the WTP, the demarcation point is the premise isolation backflow prevention at the fence line. For the Plutonium Finishing Plant, the demarcation point is the premise isolation backflow assembly.

- Interface agreements shall be created with customer(s), if needed, to define exact demarcation points.

**Interfaces:** DOH and State of Washington Department of Ecology (Ecology). There may be others as required.
C.4.1.3 Sewer Systems

C.4.1.3.1 Sewer System Operations and Maintenance

Background

The Hanford Site Central Plateau sanitary sewer system accommodates wastewater generated from domestic water use only. Sanitary sewer wastewater is processed by a combination of active, localized septic tanks with subsurface absorption fields (i.e., onsite sewage systems [OSS] and large onsite sewage systems [LOSS]), and holding tanks that are sewer-truck pumped and processed at the 200 West Area Evaporative Sewer Lagoon (200 West Evaporative Lagoon). The Hanford Site Central Plateau 100, 200, and 600 Areas are served by 29 active OSS and LOSS. These OSS/LOSS are permitted and regulated by DOH in accordance with WAC 246-272A, On-Site Sewage Systems, and WAC 246-272B, Large On-Site Sewage Systems. The DOH permits 25 OSS/LOSSs. Four (4) systems, constructed before July 1, 1984, are considered grandfathered and do not require DOH permits. DOH will not allow new connections to or modifications to these non-permitted systems without updating to WAC requirements. Local facilities spread throughout the 100, 200, and 600 Areas are also served by 13 active holding tank septic systems; nine (9) are permitted with the DOH under WAC 246-272C, On-Site Sewage System Tanks, and four (4) do not require permitting. Holding tanks consist of a below grade level tank that stores wastewater until it is sewer-truck pumped and transported to the 200 West Evaporative Lagoon for treatment and disposal.

Key Customers

- OHCs
- Energy Savings Performance Contractor

General Scope and Outcome

The Contractor shall operate the Hanford Site sanitary sewer systems, including compliance sampling; maintenance of support SSC; and performance of sewer administration duties in accordance with, but not limited to, applicable state sanitary sewer laws, regulations, and guidance documents, and applicable City of Richland pretreatment and sewer laws and regulations.

The Contractor shall align the remaining systems and equipment with the Hanford Site Mission, and shall eliminate and remove services and equipment that are no longer required. When appropriate and cost-effective, the Contractor shall replace fixed and system-related utilities with temporary services or permanent independent systems.

The desired outcome is a safe, compliant, and reliable Hanford Site sanitary sewer system that meets customer needs.

Key Customers

- OHCs
- Detailed Energy Savings Performance Contractor
Scope and Requirements

The Contractor shall:

- Manage, operate, and maintain the Hanford Site sanitary sewer systems in accordance with, but not limited to, applicable state sanitary sewer systems laws, regulations, guidance documents, and applicable pretreatment and sewer laws and regulations.

- Monitor components for signs of impending failure, with selective maintenance performed when appropriate, to extend the operating life.

- Perform activities to ensure safe operations and compliance with applicable laws and regulations, such as flow data tracking, drain field rotations, filter inspection/cleaning, drain field monitor port inspections, tank pumping, electrical component inspection, and alarm response.

- Conduct flow data calculations and assessments, and submit required reports to DOH.

- Sign and submit required monitoring, inspection, and maintenance reports for the sewer systems to DOH. The Contractor, through this Contract, is given authority to sign and/or certify these reports. The Contractor shall pay fees associated with the DOH. DOE shall be copied on submittals.

- Submit requests for approval of documents for DOH to DOE beforehand, and pay fees associated with the DOH review and approvals. A draft letter to DOH shall be submitted along with the request from the Contractor.

- Submit to DOE requests for variances, exemptions, and waivers of state regulations for sewer systems. A draft letter to DOH shall be submitted along with the request from the Contractor.

- Transport sewage as needed to the 200 West Evaporative Lagoon.

- Operate and maintain the 200 West Evaporative Lagoon in accordance with the Sewer System Master Plan, Ecology-approved General Sewer Plan, and Ecology Permit ST-0045514 and other associated permits. The 200 West Evaporative Lagoon, which consists of two aeration lagoons, two settling lagoons, two evaporative lagoons, a lagoon pump station, and a piped collection system and associated sewer equipment and facilities, in accordance with the Sewer System Master Plan, Ecology-approved General Sewer Plan, and Ecology permit ST-0045514 and other associated permits.

- Sign and submit monitoring, inspection, and maintenance reports related to the 200 West Evaporative Lagoon to Ecology.

C.4.1.3.2 Sewer System Planning

The Contractor shall update the existing Sewer System Master Plan. The Plan shall:

- Document a strategy for managing repairs, life extensions, replacements, and deactivations for facilities and equipment for the sewer systems within the scope of this Contract over the life cycle mission a ten (10) year planning horizon and plan to execute the work scope within the 10 year period covered by this Contract shall be updated every two (2) years.

- Align the sewer systems with the functional requirements of the cleanup mission by displaying specific alignment with individual cleanup projects.

- Focus on cleanup mission.
Align with current DOE directives regarding Real Property Asset Management.

- Contain a detailed inventory of facilities, structures, and equipment such as septic tanks, sewage lagoons, subsurface soil absorption systems, holding tanks, pumps, and pumper trucks supporting the sewer systems and shall document their condition of these items in the Plan.

- Detail the process for determining condition. Visual inspection of the facilities, structures, and equipment is required. If appropriate, non-destructive examination and destructive testing shall be used. Where a 100 percent (100%) visual inspection may not be feasible, such as in underground systems, a statistical sampling method shall be used and explained in the Plan.

- Include sewer system operations performance analysis and predict remedial and preventive maintenance and upgrade projects to support reliable system operation for the projected life of the service need.

- Include NEPA, NHPA, and proposed infrastructure projects for the sewer utilities service. Develop and document regulatory strategies to address sewer system physical condition, modifications, or upgrades to comply with State of Washington sewage regulations, along with the list of the applicable regulations and industry standards. Long lead regulatory activities, such as but not limited to, permitting and regulatory approval shall be addressed regarding system modifications, new installations, and upgrades. Activity based logic schedules shall be created and documented to show the progression of an activity to completion.

- Address NEPA compliance concerns/issues for the Sewer System Master Plan in an appropriate and timely manner, and propose sewer infrastructure projects (i.e., preparation of an EIS, EA, or CX).

**Boundaries, Constraints, and Interfaces**

**Boundaries and Constraints:**

- The septage from routine pumping of the 200 and 600 Area septic tanks and sanitary sewer holding tanks is currently discharged into the 200 West Evaporative Lagoon.

- The WTP sewer system is excluded from the scope of this Contract.

**Interfaces:** Activities including permitting and inspections for state regulators.

**C.4.1.4 Sanitary Waste Management and Disposal**

**Background**

Operation and management of sanitary waste and disposal activities includes disposition of the waste in the onsite dumpsters and management and oversight of the Hanford landfills. Waste collected from onsite dumpsters is transported to offsite landfills for disposal. Management and oversight of Hanford landfills includes the sanitary, inert, solid, and demolition waste landfills that are currently in operation or closed.

**Key Customer**

The desired outcome of the Sanitary Waste Management and Disposal function is safe, compliant inspection, and disposal of non-radioactive, non-hazardous dry waste on the Hanford Site, to meet customer needs.
General Scope and Requirements

The Contractor shall:

- **Pick** The Contractor shall pick up, inspect, and dispose of non-radioactive, non-hazardous dry waste.

- **Monitor** In addition, the Contractor shall monitor and inspect the Hanford solid waste landfill, and monitor, inspect, and operate other Hanford Site inert and demolition landfills.

The desired outcome of the Sanitary Waste Management and Disposal function is safe, compliant inspection and disposal of non-radioactive, non-hazardous dry waste on the Hanford Site, to meet customer needs.

Detailed Scope and Requirements

The Contractor shall:

- Collect refuse from dumpsters on the Hanford Site, and transport to offsite landfill.

- Provide onsite verification surveys to ensure that radioactive or other nonconforming wastes are not sent offsite.

- Provide maintenance and monitoring of lysimeters, leachate collection and disposal, and methane gas monitoring for the Hanford Solid Waste Landfill.

- Provide fence repair, annual benchmark integrity, soil stabilization; weekly inert and demolition landfill inspection, and quarterly inspection of Hanford Solid Waste Landfill.

- Provide oversight of offsite contracts for solid municipal waste, non-regulated drummed waste, asbestos waste, and medical waste.

- Dispose of sanitary waste offsite.

- Dispose of construction debris that meet WAC in former onsite borrow pits. Disposition and management of this debris shall be in accordance with DOE/RL-2015-53, *Industrial Material Conservation Plan*.

- Provide support to OHCs regarding laundry services:
  - Provide transportation oversight of contaminated radioactive protective clothing (i.e., pickup and delivery between the Hanford Site and the offsite laundry service contractor’s cleaning facilities).
  - Conduct Radiological Control Technician monitoring, coordination of transportation activities, and instrumentation (calibration) as necessary to certify that non-radiological shipments are shipment is free of contamination.
Boundaries, Constraints, and Interfaces

Boundaries and Constraints:

- The Hanford Solid Waste Landfill is closed and will not be utilized during the performance of this Contract.
- Unitech Services Group provides commercial laundry and decontamination services for government-owned protective clothing, non-regulated items, and regulated face pieces. This service includes periodic batch pickup and drop off at Site locations.

Interfaces: None.

C.4.1.5 Roads and Grounds

The desired outcome is a reliable Background

Roads and safe Grounds include road maintenance, snow removal, sand removal, traffic management and ground system that meets common grounds maintenance service for the needs of Hanford Site customers in a quality, safe, timely, and cost-effective manner; some services may require 24/7 support.

Key Customers

- DOE
- OHCs
- DOE
- OHCs
- WTP

General Scope and Requirements Outcome

The Contractor shall:

- Maintain, update, and deliver to DOE for approval the existing Roads Master Plan. The Plan shall:
  - Document a strategy for managing repairs, life extensions, upgrades, renovations, replacements, and restrictions for road system within the scope of this Contract over the life cycle mission planning horizon and plan to execute the work scope within the 10 year period covered by this Contract.
  - Contain a detailed inventory of roads and document the conditions of the roads.
  - Use non-destructive examination and destructive testing, if appropriate. Where a 100 percent visual inspection may not be feasible, such as for road subsurface, a statistical sampling method shall be used and explained in the Plan.
  - Explain the process utilized for determining the condition of the roads. Roads shall be inspected in accordance with the Plan.
  - Include road system operations performance analysis, predict remedial and preventive maintenance, and upgrade projects to support a reliable road system of the projected life of the service need.
Develop and document regulatory strategies to address road system physical condition, modifications, or upgrades along with the list of the applicable regulations and industry standards. Activity based logic schedules shall be created to show the progression of an activity to completion.

Focus on cleanup mission.

- Maintain necessary and sufficient Site roadways, to include patching/paving, sand and snow removal, striping, and other services. The roadway consists of the road base, pavement, shoulders, required lighting, and signage, and required lighting. The Contractor shall be responsible for maintenance of common grounds (“common” meaning used by more than one contractor).
- Maintain the common grounds.
- Align the road system with the functional requirements of the cleanup mission by displaying specific alignment with individual cleanup projects.

The desired outcome is a reliable and safe road and ground system that meets the needs of Hanford Site customers in a quality, safe, timely and cost-effective manner.

**Detailed Scope and Requirements**

The Contractor shall:

- Maintain, update, and deliver to DOE for approval the existing Roads Master Plan. The Plan shall:
  - Document a strategy for managing repairs, life extensions, upgrades, renovations, replacements, and restrictions for roads within the scope of this contract over a ten (10) year planning horizon.
  - Be in accordance with current DOE directives regarding Real Property Asset Management.
  - Contain a detailed inventory of roads and document the conditions of the roads.
  - Explain the process utilized for determining the condition of the roads. Roads shall be inspected in accordance with the Plan.
- If appropriate, non-destructive examination and destructive testing shall be used. Where a 100 percent (100%) visual inspection may not be feasible, such as for road sub-surface, a statistical sampling method shall be used and explained in the Plan.
- Operate, maintain, upgrade, renovate, and replace the road system in accordance with applicable state and federal regulations and in alignment with the Roads Master Plan.
- Conduct assessments to determine both near- and long-term maintenance needs.
- Restrict or close roads that are no longer needed.
- Repair, maintain, replace, or upgrade primary and secondary roads to achieve safe conditions.
- Maintain safe roads and parking lots during normal and inclement weather conditions, including grade and sweep roads and shoulders, remove debris, and clean up cleanup accidents and spills.

3 “Common” meaning used by more than one contractor.
• Make recommendations, to DOE, regarding restricting access to DOE, obtain DOE concurrence, and make the appropriate notifications of restricted access or closure to OHCs. Execute access restrictions utilizing administrative and physical controls.

• Develop and implement, and maintain a Snow Removal Plan in coordination with the OHCs.

• Remove sand and snow from primary and secondary roads and at designated facilities, parking lots, and walkways. Snow removal services include application of de-icing compounds, sanding, and snow and ice removal by utilizing snow plowing and manual labor.

• Provide road striping and crack sealing of Hanford Site access and area roads.

• Provide a point-of-contact for activities that involve local law enforcement organizations and other traffic control groups, such as the City of Richland and U.S. Department of Transportation (DOT).

• Maintain the common grounds to ensure public/worker safety within the 200, 300, and 600 Areas. Activities include perimeter fence maintenance at the Site boundaries and common parking lot and sidewalk maintenance (“common” meaning used by more than one contractor), which includes sweeping, striping, bumper block repair, hole repair, and general area cleanup.

• Maintain ability to utilize roads during emergency situations.

Boundaries, Constraints, and Interfaces

Boundaries and Constraints: Facility specific parking lots and sidewalks associated with OHCs are not included in this work scope as a direct funded service.

Interfaces: City, state, and federal agencies where Hanford roads physically interface with public roadways.

C.4.1.6 Railroad System

Background

The DOE-owned railroad system consists of approximately 40 miles of Class II track and one (1) signal crossing between Horn Rapids Road and the 200 West Area. Energy Northwest actively uses approximately seven (7) miles of the track, from Horn Rapids Road into the Energy Northwest complex. The remaining 33 miles of track have not been actively used and DOE has no foreseeable use for this part of the railroad.

Key Customers

• DOE
• OHCs

The desired outcome is a safe, reliable, and maintained railroad to support shipments on the Hanford Site, as necessary.

Key Customers

• DOE
• OHCs
• Energy Northwest

General Scope and Requirements
The Contractor shall:

- **Provide** inspection and maintenance to support the shipments for Energy Northwest and to provide a safe interface with the road system (e.g., railroad crossing arms, transition points between rail and roadway). **The desired outcome is a safe and reliable railroad on the Hanford Site, as necessary.**

**Detailed Scope and Requirements**

The Contractor shall:

- Maintain the track at a Class II level including, but not limited to, rails, ties, and rail bed, consistent with supporting Energy Northwest shipments, and in accordance with Federal Railroad Administration regulations.
- Provide documentation, such as reports, to DOE as required by the Federal Railroad Administration regulations.
- Provide railroad system inspection and maintenance, as necessary. Inspections are required prior to Energy Northwest shipments.
- Coordinate with OHCs, projects and offsite entities prior to and during onsite rail movements, including placement of flaggers at necessary intersections, taking proper security actions (e.g., traffic control), and making Hanford Site notifications.
- Support DOE, as needed, to make modifications to the DOE owned railroad system in response to requests from non-DOE entities.
- Provide a plan to reduce the footprint of the Hanford railroad system not utilized by Energy Northwest, through planned turnover for long-term surveillance or transition to another entity outside of the DOE Office of Environmental Management (EM). 
- Work with OHCs and DOE on a long-term disposition plan for the railroad system, within the constraints of the Hanford cleanup priorities.
- Provide a transition plan for turnover of the proposed railroad system to an entity outside the DOE-EM.
- Maintain railroad and road intersections to ensure the safety of vehicles crossing the intersection. Railroad removed north of Energy Northwest does not need to be restored; however, where the track is removed road intersections shall be maintained in a safe configuration. Modifications or impacts to the railroad system servicing Energy Northwest shall be restored. Removal of the railroad is allowed to support the Hanford Site mission and does not require restoration, with the exception of railroad system components required to support Energy Northwest.
- Maintain the railroad system within the boundary of the Energy Northwest leased property.

**Boundaries, Constraints, and Interfaces**

Boundaries and Constraints:

- Railroad shall be modified or removed to ensure the success of the Hanford cleanup mission. The Contractor is responsible for the railroad North of up to and including Horn Rapids Road. **The truck and rail crossing at Horn Rapids Road is not in the scope of this Contract.**
Energy Northwest leases the land for their site from DOE. The railroad system includes track that is within the Energy Northwest site, and the Contractor is responsible for maintaining this railroad within the Energy Northwest site.

Interfaces: Energy Northwest, transportation or railroad companies supporting Energy Northwest for coordination of rail operations, and applicable federal and state regulators (e.g., Washington Utilities and Transportation Commission) for the purpose of maintaining compliance.

C.4.2 Transportation

C.4.2.1 Motor Carrier Services

Background

The function of Motor Carrier Services is to provide a ready-to-serve, centralized pool of commercial motor vehicles and qualified drivers for onsite and limited commerce transportation of general freight and hazardous materials, including radioactive materials and radioactive mixed waste. Motor Carrier Services provides traffic management for the most efficient, cost-effective, energy-efficient, and safe way to execute the movement of materials, including hazardous materials. Motor Carrier Services also provides multi-location shipment management, multi-carrier management (rates, service, destination, and origin), consolidations, carrier selection criteria, tracking of shipments, electronic data interchange/extensible markup language/web services capabilities, invoice auditing, detention/demurrage processes, claims, automation of processes, and security.

Key Customer

- OHCs

General Scope and Outcome

The work scope for this activity includes activities necessary to maintain ready-to-serve capability of motor vehicles service and placard hazardous material shipments to OHCs, as requested. The desired outcome is reliable, safe, and compliant transportation of freight including hazardous materials that efficiently meets the needs of Hanford Site customers in accordance with project schedules, including. In addition, the desired outcome is a right-sized transportation service that helps to reduce life cycle cost over the remaining life of the Hanford mission.

Key Customer

- DOE
- OHCs

The Contractor shall coordinate onsite and offsite shipments, including hazardous materials; serve as the designated shipper; manage overnight small package delivery; manage export/import services with U.S. Customs; manage freight rate negotiations with carriers; relocate household goods for personnel related to the work performed by the Contractor and their subcontractors under this Contract; and manage inbound and outbound freight including, but not limited to, less-than-truckload, truckload, and air.

Detailed Scope and Requirements

The Contractor shall:

- Perform Act as the Hanford Site motor carrier, similar to a commercial motor carrier.
• Operate a centralized pool of Government vehicles and drivers for onsite and limited commercial carrier operation, in accordance with federal motor carrier safety regulations and the Hanford Sitewide Transportation Safety Document.

• Provide heavy equipment transport and operations management and administration support including, but not limited to, operating heavy equipment, implementing the maintenance program, deliveries and scheduling equipment.

• Operate and maintain regulated and non-regulated guzzlers including performing inspections, preventive maintenance, procedure control and compliance; overseeing usage and cost tracking; providing customer coordination and support; and performing customer planning, and scheduling.

• Provide compressed gas shipments.

• Provide refueling of gasoline and diesel powered equipment across the Hanford Site.

• Support office moves.

• Maintain cargo tankers.

• Pick up at local vendors as requested by their customers.

• Provide traffic management to ensure the most efficient, cost-effective, energy-efficient, and safe way to execute the movement of materials, including hazardous materials.

• Serve as the Traffic Manager by coordinating onsite and offsite shipments, including hazardous materials.

• Serve as the designated shipper.

• Manage overnight small package delivery.

• Manage export/import/services with U.S. Customs and freight rate negotiations with carriers.

• Manage inbound and outbound freight including, but not limited to, less-than truckload, truckload, and air.

• Use the DOE Automated Transportation Management System.

• Use the DOE Motor Carrier Evaluation Program for evaluating less-than truckload and truckload carriers that transport highway-route controlled quantities of radioactive material, and truckload quantities of radioactive material and hazardous waste.

• Notify Energy Northwest seven (7) days in advance of movement of explosives over 1,800 pounds, excluding small arms ammunitions or classified shipments, within five (5) miles of Energy Northwest.

• Negotiate tenders with carriers, and submit these tenders to DOE.

• Create a Motor Carrier Master Plan. The Plan shall:
  – Document a strategy for managing repairs, life extensions, replacements, and deactivations for vehicles, trucks, facilities, structures, and heavy equipment for the Motor Carrier service within the scope of this Contract over the life cycle mission a ten (10) year planning horizon and plan to execute the work scope within the 10 year period covered by this Contract.
- Align the motor carrier system with the functional requirements of the cleanup mission by displaying specific alignment with individual cleanup projects.

- Be cleanup mission focused.

- Be in alignment and in accordance with current DOE directives regarding the DOE Personal Property Management Program.

- Contain a detailed inventory of facilities, structures, and equipment supporting the Motor Carrier service and shall document their condition of these items in the Plan.

- Explain the process for determining condition. Visual inspection of the vehicles, facilities, structures, and equipment is required. If appropriate, non-destructive examination and destructive testing shall be used. Where a 100 percent (100%) visual inspection may not be feasible, a statistical sampling method shall be used and explained in the Plan.

- Include NEPA and proposed motor carrier projects for the Motor Carrier Service. Develop and document regulatory strategies to address motor carrier system physical condition, modifications, or upgrades along with the list of the applicable regulations and industry standards. Activity based logic schedules shall be created and documented to show the progression of an activity to completion.

- Provide specialized vehicles to OHCs, by mutual agreement, to support the efficient management of resources. Vehicles provided by the Contractor shall remain in the fleet maintenance programs.

### Boundaries, Constraints, and Interfaces

**Boundaries and Constraints:**

- Each Hanford Site Contractor shall prepare their freight for shipment (packaging the freight) and provide associated documentation or direct a pickup of freight from a particular Site Contractor or vendor.

- The preferred method for shipment of freight to other DOE Site(s) or to commercial vendor(s) is using a commercial motor carrier. (41 CFR 109-40.105, Department of Energy Property Management Regulations, Use of Government-Owned Transportation Equipment).

**Interfaces:** None.

### C.4.2.2 Fleet Services

#### Background

The Hanford Site utilizes many types of vehicles, including sedans, pickups, sport utility vehicles, vans, fuel tankers, heavy equipment.

The majority of motorized vehicles (those that are eligible for license plates) are leased from the General Services Administration (GSA), and include sedans, busses, tractors, flatbeds, dump trucks, tool vans, utility maintenance vans, cab and chassis, trailers, wreckers, and fuel tankers. Exclusions (vehicles not provided by GSA) include tactical response type units, special purpose or mission-unique vehicles, and large-size ambulances. DOE also purchases plated vehicles and other motorized items (such as rider mowers, backhoes, electric carts) as needed. GSA is a mandatory source for purchase of new non-tactical motor vehicles (41 CFR 101-26.501). Vehicles may only be purchased directly from a non-GSA vendor
when a waiver has been granted by GSA. If GSA is unable to provide the number of vehicles required to meet mission needs, agencies/contractors may supplement the fleet with non-GSA vehicles (e.g., commercially leased vehicles). Vehicles that are initially leased, but cannot be returned to GSA, (e.g., do not meet free lease criteria and are considered “regulated”) must be purchased from GSA.

**Key Customers**

- DOE
- OHCs
- PNRL

The desired outcome of Fleet Services is a high quality, safe, reliable, environmentally responsible, and regulatory compliant fleet that meets customer needs in a cost-effective, energy-efficient, and timely manner.

**Key Customers**

- DOE
- OHCs
- Pacific Northwest National Laboratory (General PNRL)

**Scope and Requirements**

**C.4.2.2.1 Management and Coordination of Fleet Services**

The Contractor shall:

- Provide management and coordination, statistical usage tracking, and reporting on General Services Administration (GSA)-leased vehicles and DOE-owned vehicles/equipment.

- Perform vehicle repair and modification services as required. Some vehicles are designated as regulated due to contamination and are required to be serviced within radiologically-controlled areas. The scope also includes record keeping, vehicle assignment, ensuring vehicle utilization, and excess/disposal of fleet vehicles and parts.

The desired outcome of Fleet Services is a high quality, safe, reliable, environmentally responsible and regulatory compliant fleet that meets customer needs in a cost-effective, energy-efficient, and timely manner.

**C.4.2.2.1 Management and Coordination of Fleet Services**

The Contractor shall:

- Manage and coordinate usage of the centralized fleet and associated property, which includes general and special purpose equipment.

- Ensure that standard and special-use leased vehicles meet minimum usage thresholds, and that vehicles and equipment are properly assigned between and amongst OHCs. GSA vehicles not meeting the Hanford Site standards shall be returned to GSA.

- Provide vehicle maintenance services, including inventory of or access to parts normally used for routine maintenance.
Administer the specific GSA vehicle leases. If GSA is unable to provide the number of vehicles required to meet mission needs, contractors may supplement the fleet with non-GSA vehicles (e.g., commercially leased vehicles).

- Acquire (through lease or purchase), control, assign, and dispose of DOE-owned fleet equipment.
- Meet the Hanford Site utilization standards for vehicles and equipment.
- Stay within the ceiling for the number of vehicles established by GSA.
- Comply with fuel reduction goals established by DOE.

### C.4.2.2.2 Records and Database Management for Fleet

The Contractor shall maintain required records and databases for fleet activity (other than those systems maintained by GSA and other Site Contractors [OHCs] [i.e., for leased vehicles used under their respective contracts]), including inter-site assignment and utilization of leased and owned vehicles, excess/disposal, and maintenance. The Contractor shall manage fuel administration, as applicable.

The Contractor shall utilize four (4) primary databases utilized for Fleet Management include:

- **Federal Automotive Statistical Tool (FAST) database.** This database meets the requirements of 41 CFR 102.34.5 Subpart J, as well as the **Energy Policy Act of 2005**, **Energy Independence and Security Act of 2007 (EISA)**, Executive Order 13693, **Planning for Federal Sustainability in the Next Decade**, and Executive Order 13149, **Greening the Government Through Federal Fleet and Transportation Efficiency**, for the annual reporting of Federal fleet statistics. In addition, FAST also meets OMB Circular No. A-11, **Preparation, Submission, and Execution of the Budget**, requirements for fleet data and budget reporting.

- **Federal Motor Vehicle Registration System (FMVRS).** The Contractor shall register and maintain data in FMVRS for all federally-owned and commercially-leased vehicles and mobile equipment that display official U.S. **Government** license plates. The Contractor shall also keep up to date the FMVRS records of all U.S. **Government** license plates assigned to their fleet.

- **Federal Fleet Management System (FedFMS).** FedFMS is a web-based fleet management system that identifies, collects, and analyzes motor vehicle data with respect to all costs incurred for the operation, maintenance, acquisition, and disposition of agency-owned and commercially-leased motor vehicles.

- **Vehicle Fleet Maintenance system** is a work control system utilized to manage fleet maintenance activities.

The Contractor shall respond to requests for routine and specialized reports required by NEPA, the Motor Vehicle Statement, FAST and FedFMS asset level data elements, and others, as requested.

### C.4.2.2.3 Fleet Maintenance

The Contractor shall manage and maintain the fleet shall be right-sized in order to ensure the best value to the Government. The fleet shall be right-sized with the appropriate variety of vehicles to perform various mission needs for the Government. The fleet shall be managed and refreshed with replacement vehicles/equipment to maintain appropriate performance of fleet mission needs.

The Contractor shall:
• Perform routine preventive maintenance and inspections in accordance with manufacturer specifications, GSA schedules, and Occupational Safety and Health Administration (OSHA) safety regulations.

• Perform vehicle and equipment repair/maintenance, as required, to maintain performance and air quality standards.

• Perform GSA non-reimbursable services, such as in-the-field service calls (including towing).

• Perform major component repair, and reconstruction of failed major operating and drive train components.

• Perform auto body, glass, and upholstery repair services.

• Perform customer-specified non-maintenance mechanical support, vehicle and equipment modifications, auxiliary equipment installation and transfer, accident damage repair, and special fabrication services.

• Inspect, maintain, and repair of plant/facility stationary engine-driven emergency and operations mechanical equipment installed in operating plants and facilities.

• Comply with Washington State and DOT inspection requirements.

C.4.2.2.4 Fleet Parts
The Contractor shall ensure the availability of parts required for sustaining safe and efficient fleet operations. As appropriate, and in keeping with efforts to streamline the management of onsite warehousing and inventory management, the Contractor shall:

• Manage material inventories (or just-in-time access to parts needed) and closed loop waste minimization procurement programs for parts received, stored, and dispositioned.

• Coordinate recycling efforts for recyclable materials and identify excess automotive material for disposition, including fluids and tires.

• Perform research in support of parts requirements, ordering, receipt, storage, issuing, and staging of automotive and equipment parts and materials. Perform tagging, isotopic paint identification, and disposal coordination of excess of shop tools and equipment.

• Coordinate the return of parts and cores to manufacturers, and ensure that credits are received from vendors for erroneously shipped items and/or returned parts/cores.

C.4.2.2.5 Fleet (Bulk) Fuel
The Contractor shall purchase and distribute bulk fuel for heavy equipment located on the Hanford Site.

C.4.2.2.6 Fleet Planning
The Contractor shall:

• Develop and deliver a Fleet Services Facilities Master Plan that documents a strategy for managing safe, reliable, cost-effective fleet services to customers, including managing service and repairs, life extensions, replacements, permanent removals/replacement, and deactivations for the fleet service system including real and personal property within the scope of this Contract over the life cycle mission planning
Horizon and plan to execute the work scope within the 10 year period covered by this Contract. The Plan shall:

- Align the motor carrier system with the functional requirements of the cleanup mission by displaying specific alignment with individual cleanup projects.
- Be cleanup mission focused.
- Contain a detailed inventory of fleet facilities, structures, vehicles, and equipment supporting the Fleet service and shall document the condition of these items in the Plan.
- Explain the process for determining condition. Visual inspection of the facilities, structures, vehicles, and equipment is required. If appropriate, non-destructive examination and destructive testing shall be used. Where a 100 percent visual inspection may not be feasible, a statistical sampling method shall be used and explained in the Plan.
- Include fleet operations performance analysis and predict remedial and preventive maintenance and upgrade projects to support reliable system operation for the projected life of the service need.
- Include NEPA and proposed infrastructure projects for the Fleet service. Develop and document regulatory strategies to address fleet system physical condition, modifications, or upgrades along with the list of the applicable regulations and industry standards. Activity based logic schedules shall be created and documented to show the progression of an activity to completion for a ten (10) year planning horizon.

- Be responsible for routine maintenance (e.g., normal wear and tear) for leased vehicles including, but not limited to, such items as windshield wiper blades, windshield chip repairs, brake pads, shock absorbers, fluid replacement, and repairs due to hail or dust storms, as described in GSA standards, after the GSA warranty expires.

- Be responsible for repairs due to operator negligence and for major repairs including, but not limited to, body damage, windshield replacement, and repairs due to hail or dust storms, as described in 41 CFR 101.

- Perform as the single-point-of-contact with GSA for OHCs for vehicles assigned/leased on-site.

Boundary, Constraints, and Interfaces

Boundaries and Constraints:

- Mileage and fuel costs for GSA-leased vehicles are tracked directly by GSA by means of the GSA fleet credit card and do not require additional tracking and reporting.

- DOE maintains agreements with GSA with regard to vehicle leases. The monthly lease charge for vehicles typically represents the prorated cost of the vehicle (over its anticipated useful life) plus a mileage rate, which allows GSA to recover most costs associated with fuel. Repair costs are covered by the manufacturer while a vehicle is still under warranty.

- In order to properly assess vehicle usage and mileage (to set the monthly rate charge), GSA requires that each vehicle be refueled at least once/month (or that mileage be entered via the GSA website), and that GSA be notified whenever required preventative maintenance has been completed. Reporting discrepancies (such as negative mileage accrued during a month) are communicated directly with
each Site contractor. GSA communicates with a single point-of-contact for OHCs assigned leased vehicles for use under their contract.

Interfaces: GSA for acquisition of vehicles, billing, and reporting.

C.4.2.3 Crane and Rigging

**Background**

The Crane and Rigging is a ready-to-serve, centralized pool of equipment and manpower for the Hanford Site.

**Key Customer**

- OHCs

**General Scope and Outcome**

The work scope for this activity includes activities necessary to maintain ready-to-serve capability, including operation and maintenance of mobile cranes; hoisting, rigging, and scaffold erection and disassembly; inspection, load testing, and preventive maintenance; fabrication below the hook; hauling of equipment and apparatus; training and physicals; fabricating cables as appropriate, and management assessments.

The desired outcome is a reliable and safe crane and rigging service that efficiently meets OHCs’ needs in accordance with project schedules (on or ahead of schedule). In addition, the desired outcome is a right-sized crane and rigging service that helps to reduce life cycle costs over the remaining span of the Hanford Site mission.

**Key Customer**

- OHCs

**Detailed Scope and Requirements**

The Contractor shall:

- Manage and schedule operations involving movable cranes and crane and rigging services.
- Maintain and operate cranes, rigging equipment, and cable fabrication equipment.
- Provide certification of cranes, rigging equipment, and operators.
- Operate and maintain a mobile crane pool and boom yard, including performing inspections, preventive maintenance and minor maintenance to cranes and equipment; ensuring procedure control and compliance; overseeing usage and cost tracking; providing customer coordination and support; performing customer planning and scheduling; and wire rope procurement, control, and replacement.
- Operate and maintain regulated and non-regulated guzzlers including performing inspections, preventive maintenance, procedure control and compliance; overseeing usage and cost tracking; providing customer coordination and support; and performing customer planning and scheduling.
- Assemble, erect, and disassemble scaffolding.
- Chair the Site Hoisting and Rigging Committee.
• Gather and analyze utilization information and forecast the capacity of the crane pool.

• Coordinate hoisting and rigging activities with OHCs.

• Maintain DOE/RL-92-36, the Hanford Site Hoisting and Rigging Manual (HSHRM) and the Hanford Site Hoisting and Rigging intranet web site.

• Maintain the Crane and Rigging Service Master Plan. Develop and deliver a Crane and Rigging Service Master Plan no later than June 1 on even calendar years. The Plan shall:
  – Document a strategy for managing repairs, life extensions, replacements, and deactivations for facilities and equipment for the crane and rigging service within this contract over a ten (10) year planning horizon.
  – Be in alignment and in accordance with the DOE Real and Personal Property Assets Maintenance contract section, the Personal Property Management Program, and CRD O 430.1 entitled, Real Property Asset Management.
  – Contain a detailed inventory of facilities, structures, cranes, and equipment supporting the crane and rigging service and the Plan shall document their condition of these items in the Plan.
  – Explain the process for determining condition as discussed above. Visual inspection of the facilities, structures, and equipment is required. If appropriate, non-destructive examination and destructive testing shall be used. Where a 100 percent (100%) visual inspection may not be feasible, a statistical sampling method shall be used and explained in the Plan.

• In accordance with NEPA and DOE NEPA implementing regulations, the Contractor shall address appropriate and timely NEPA compliance and reviews (i.e., preparation of EIS, EA, or CX documents) for the Crane and Rigging Service Master Plan, and proposed crane and rigging projects. The NEPA compliance also needs to evaluate that a proposed project(s) has not been segmented to meet the definition of and application of CX. The Contractor shall ensure the master plan considers connected and cumulative actions when evaluating NEPA, i.e., understand how activities are connected to other actions with potentially significant impacts or understand how smaller activities may have cumulative significant impacts which would require preparation of an EIS or EA.

Boundaries, Constraints, and Interfaces

Boundaries and Constraints: WTP will provide its own crane and rigging.

Interfaces: None.

C.4.3 Safeguards and Security

C.4.3.1 Protective Forces

Background

The Protective Forces function serves DOE and OHCs, with a specific focus on facilities possessing SAS interests (Special Nuclear Material [SNM]). The Protective Forces (Hanford Patrol) function is comprised of security elements (armed personnel, specialized equipment, tactical procedures) associated with physically protecting people and property on the Hanford Site. The authorities and requirements for Protective Forces functions are fundamentally derived from the Atomic Energy Act of 1954 (AEA), as amended, and subsequent Code of Federal Regulations (CFR) and DOE implementing requirements that flow from the AEA.
Key Customers
- DOE
- OHCs
- PNNL

General Scope and Outcome
The Contractor shall provide the Hanford Site Protective Forces, including canine (K-9) units, operating the Patrol Operations Center twenty-four (24) hours a day, seven (7) days a week, 365 days a year (24/7), with emergency dispatch capability, manage and operate the Hanford Patrol Training Academy (PTA), make general purchases to ensure the Hanford Patrol is fully equipped, and control assigned sensitive property and equipment. The Contractor shall ensure that Security Police Officers (SPO) are trained and fit for duty, and DOE targets and assets are sufficiently protected on the Hanford Site.

The desired outcome for the Protective Forces function is a highly trained, qualified, fit, and armed protective force to ensure the physical protection of Hanford Site special nuclear material (SNM), classified materials, industrial assets, and mitigate and deter radiological and toxicological sabotage events.

Key Customers
- DOE
- OHCs
- PNNL

Detailed Scope and Requirements
The Contractor shall respond to alarms and other emergencies/incidents 24/7; operate a 24/7-hour Patrol Operations Center that provides dispatch and emergency communications capability to the entire Hanford Site, including 9-1-1 medical dispatch; operate Hanford Site barricades; provide mutual aid support to local law enforcement agencies and others as identified consistent with DOE agreements; provide facility and duress alarm monitoring; manage and operate the Patrol Training Academy (PTA); and provide Hanford Site security surveillance.

C.4.3.1.1 Hanford Patrol
The Contractor shall provide Security Police Officers (SPO) I, II, and III, as appropriate, for the protection of Hanford Site targets and assets, consistent with the material/resources being protected and the current Design Basis Threat (DBT) and/or DBT implementation plan (IP). SPO tactical response implementation shall be in accordance with DOE-approved risk and vulnerability assessments (VA), Hanford Site Security Plan (HSSP), and Security Incident Response Plan (SIRP). The Contractor shall provide a fully trained and qualified response force including (but not limited to) Tactical Response Teams, Special Response Team (SRT) combatants, rovers, alarm monitoring personnel, emergency dispatch personnel, K-9 teams, access control personnel, supervisors, trainers, administrators, and managers. The Contractor shall also provide armed emergency response of a general nature to the Hanford Site, using a graded security approach.

Consistent with DOE agreements, elements of the Hanford Protective Force, including canine (K-9) and operational support, may be made available on a non-mission interference basis to others (e.g., local law enforcement agencies, school systems, and other local/state/federal agencies) upon notification to DOE and with appropriate coverage maintained on the Hanford Site, in response to threats of violence and requests for police assistance/mutual aid. In support of DOE, and consistent with the Contractor’s SAS...
scope, the Contractor shall comply with existing DOE agreements (e.g., Memorandum of Agreement [MOA]/Memorandum of Understanding [MOU]) with other law enforcement and federal agencies. The Contractor may be requested to periodically provide input on roles and responsibilities delineated in these MOAs/MOUs as it relates DOE’s ability to meet its commitments.

The Contractor shall administer a credentials and shields program that meets DOE directive and DOE supplemental requirements, including, but not limited to, inventory, issue, control, and securing Hanford Patrol identification credentials and shields.

**C.4.3.1.2 Patrol Operations Center**

The Contractor shall maintain and operate a 24/7-hour Patrol Operations Center to provide emergency dispatch capability to the Hanford Site. Entities served shall include the Benton County Sheriff’s Office (BCSO), local emergency preparedness (EP) organizations, DOE, Hanford Fire Department (initial incident notification), and other agencies as agreed to with DOE concurrence.

The Contractor shall:

- Conduct driver’s license, registration, and criminal checks as requested by DOE or Local Law Enforcement Agencies BCSO.
- Serve as the DOE single point-of-contact during off-shift hours.
- Provide direct emergency communication with the Energy Northwest, PNNL control room, and Southeast Communications Dispatch Center.
- Provide a daily status report on security-related items that occurred within the preceding 24 hours, including reporting disposition of law enforcement events that affect the Hanford Site.
- Prepare and issue incident reports on security anomalies.
- Provide “Open Skies” (as defined by Multilateral Agreement on the Liberalization of International Air Transportation) notifications and event notifications; communications for Protective Forces personnel and onsite law enforcement officers, including law enforcement computer checks, off-hours phone communication services for DOE, EP alarm testing, and access authorization checks for processing badge requests/issues (lost or forgotten) during off-shift hours.
- Provide onsite tracking of radioactive shipments, serve as the single point-of-contact for Hanford Site outbound radioactive/hazardous material shipments, and provide support for inbound shipments, as required.
- Provide Hanford Site 9-1-1 dispatch and emergency medical dispatch in accordance with National Fire Protection Association (NFPA) standards.
- Provide onsite emergency communication/notifications actions and notifications to state, regional, and DOE-HQ during emergency events.
- Provide alarm and duress monitoring for Hanford Site alarmed facilities, and secondary SNM security alarms (such as Interim Storage Area [ISA]), as required.

**C.4.3.1.3 Patrol Training Academy**

The Contractor shall, at a minimum:
Develop

The Contractor shall operate the PTA by providing resources and expertise to ensure DOE compliance with 10 CFR 1046, Medical, Physical Readiness, Training, and Access Authorization Standards for Protective Force Personnel, DOE directives, and DOE supplemental direction relating to Contractor Protective Forces. The Contractor shall, at a minimum:

- Provide an annual Patrol Training Plan that specifies how Hanford Patrol will provide required training requirements.
- Meet training requirements and certifications, and submit to DOE for approval for assigned employees. Training includes, but is not limited to, safety, special equipment, firearms, tactics, SPO, and special skills.
- Train and certify assigned employees in accordance with the approved annual Hanford Patrol Training Plan. Provide initial and recurring required security, protective force, and firearms training, and fitness qualification testing.
- Provide exercise physiologist support for armed personnel, consistent with physical exercise program and fitness standards in 10 CFR 1046, Medical, Physical Readiness, Training, and Access Authorization Standards for Protective Force Personnel.
- Provide job task analyses and needs assessments for assigned employees for training and safety purposes.
- Create and maintain required training records, lesson plans, and course documentation.
- Coordinate training needs/issues with the DOE National Training Center (NTC).
- Safely operate live-fire open ranges on the Hanford Site.
- Provide DOE certified armorer support, inspections, and testing of Hanford firearms.
- Provide training support to state and local law enforcement agencies, other federal and external agencies, as directed and approved in accordance with work authorization and funding, without impact to SAS operations.
- Provide capability for long distance learning and interactive television training.
- Manage and operate the Emergency Vehicle Operations Course.

The Contractor may field a team for the annual DOE-HQ sponsored SPO Training Competition.

C.4.3.1.4 Protective Forces Management and Administration

The Contractor shall:

- Acquire inventory, excess, and control assigned sensitive equipment and make general purchases (e.g., uniforms, holsters, radios, ammunition) for protective forces. Further, the Contractor shall maintain a continuous accountability of sensitive equipment/items in the Hanford Patrol inventory, and provide a Patrol Sensitive Equipment/Items Report to DOE annually.
- Procure through DOE, some weapons and ammunition or peripheral type equipment, on an as-needed basis, in situations when federal law restricts Contractors from procuring directly from the suppliers.
• Provide, maintain, train, and provide necessary equipment to fully outfit the Protective Force; and the Contractor shall include specialty assignments within the SRT, such as breachers and snipers, in accordance with the security configuration strategy.

• Develop and execute, as realistically as possible (e.g., breeching, simunition), validation performance test plans for detection and intervention capabilities of possible malevolent incidents.

• Conduct at least four (4) force-on-force (FOF) exercises annually that include the protection measures necessary to appropriately respond to complex scenarios that train/test on realistic and reasonable potential adversary events. Conduct engagement simulation systems, (such as multiple integrated laser engagement systems) training exercises and performance testing for Hanford Patrol, including onsite and offsite competitive shooting events. FOF exercise test results shall be reported to DOE. The complete full-spectrum adversary scenario may be broken up and tested into no more than two (2) selective elements (e.g., target defense, pursuit/recapture/recovery) at different times each fiscal year.

• Appropriately rotate Protective Forces personnel for FOF training/exercise purposes to ensure that personnel on each shift are trained annually.

• Ensure Contractor SAS personnel are available to support DOE 24/7 hours a day (e.g., a staff duty officer).

• Act as or provide support to the Incident Commander (IC) under the Incident Command System.

• Participate in EP planning, drills, and exercises.

• Provide immediate management response in the event of a Hanford Site declared/area specific emergency.

• Maintain and update the Patrol SIRP for Hanford Patrol response to specific targets and general emergencies. Specific support may include providing security support for visitors, as requested by DOE, and crowd control in the event of an emergency, crisis, strike support, or demonstration.

• Provide line management of Hanford Patrol personnel and administer applicable collective bargaining agreement(s).

• Ensure the DOE CO and other involved DOE organizations are notified of applicable collective bargaining agreement(s), associated activities, and other issues.

• Provide a Strike Contingency Plan and implement if necessary, to operate the Site in the event of a work stoppage by the Hanford Patrol.

• Provide strike support personnel to other sites as requested by DOE (may be separately funded by both direct and indirect means by the supported site).

• Maintain a qualified group of personnel to ensure limited operations (i.e., high and medium assets/targets are provided full coverage) in the event of a work stoppage by the Hanford Patrol.

• Provide special searches for prohibited articles in accordance with DOE and Hanford Site requirements.

• Staff the Wye, Yakima, and Rattlesnake barricades to ensure traffic flows adequately and does not result in unsafe conditions, and that identification and security searches/checks are made in
accordance with SAS procedures. The Wye and Yakima barricades are currently staffed 24/7, and the Rattlesnake barricade is operational during peak work hours in support of Site cleanup and operations missions. Barricade hours of operation and staffing levels are subject to modification during periods of delayed work start and/or early work release situations.

- Coordinate Obtain advance approval from DOE for changes to Hanford Site barricade(s).
- Maintain a liaison with the BCSO for information on Hanford Site thefts and other issues of mutual concern, and integrate and coordinate the Contractor’s work scope with the BCSO functions.
- Maintain a log of BCSO deputy arrivals and departures from the Site, and provide to DOE as requested. The log shall include date, time, and identity of officers on Site.
- Provide notification to OHCs and DOE when an individual’s Site access has been restricted.
- Provide qualified personnel to augment the DOE-HQ Composite Adversary Team approximately three (3) to four (4) times each per year.

**Boundaries, Constraints, and Interfaces**

Boundaries and Constraints:

- DOE has a prime contract directly with the BCSO for Hanford Site law and traffic enforcement services. This contract with BCSO includes, but is not limited to, traffic control/enforcement on the Hanford Site, local criminal intelligence support, SNM recapture/recovery capabilities, roadblocks and river evacuation, aerial surveillance and river patrol, and response to suspected or reported violations of criminal law, including apprehension and arrest.
- References to Protective Forces shall remain “Hanford Patrol” including but not limited to, badges, uniforms, vehicles, and signage. Changes shall be approved by DOE.
- The WTP construction contractor provides its own industrial security within the fenced area of the construction site.
- If protective force services, such as alarm monitoring, are used by PNNL off the Hanford Site, the Contractor shall provide an arrangement for PNNL to pay for these services. The arrangement shall include scope, schedule, budget, and performance metrics.

Interfaces: Local, state, and federal law enforcement agencies in accordance with DOE MOUs for roles and responsibilities and to reach agreement regarding Mutual Aid, the Yakima Training Center, and the DOE NTC, for the purpose of meeting training needs.

**C.4.3.2 Physical Security Systems**
Background

The Physical Security Systems are a physical and integral part of select facilities and programs throughout the Hanford Site that usually involve activities or materials of significant security interest. There are approximately (~) 55 high and medium security level Hanford Site facilities, (e.g., facilities that store Category I through IV SNM, nuclear material waste, firearms, classified matter, high-value assets) and ~534 industrial level Hanford Site facilities (non-program specific facilities that store non-sensitive information, portable property and cumulative depreciated value of less than $1 million, precious metals, and controlled substances). The priority for application of Physical Security Systems is at the Interim Storage Area (ISA). Physical Security Systems components range from sophisticated application of leading-edge technology to common everyday industrial security processes and equipment.

Key Customers

- DOE
- OHCs
- PNNL

General Scope and Outcome

The Contractor shall have Physical Security Systems for the protection of Category I-IV SNM, classified information and matter, high-value assets, and other Government interests/assets that may require protection. The security systems maintained at the facilities are part of the facility infrastructure and as such require extensive interface with the facility owner to comply with work processes at the facility. Elements of the Physical Security Systems include performance testing, entry/access control, including badging (~7,000 uncleared badged employees), intrusion detection, explosive detection (including certified K-9 explosive detection teams), and engineering and maintenance of the physical security and access control systems.

The desired outcome is a graded and integrated Physical Security Systems for the Hanford Site that ensures DOE safeguards and security interests and/or assets are protected from theft, diversion, sabotage, espionage, and compromise with no adverse effects to national security, program continuity, the environment, or the health/safety of employees and the public.

Detailed Key Customers

- DOE
- OHCs
- PNNL

Scope and Requirements

The Contractor shall ensure the Physical Security System function is a standardized and well-coordinated program implemented in the areas of nuclear security, industrial security, and asset protection. DOE will review and approve SAS arrangements or changes prior to new operations commencing, or changing operations or configurations that might alter the performance of existing SAS systems (e.g., limited/protected area boundaries, physical security configurations and associated hardware [sensors/cameras], patrol coverage and responses, safeguards methods and/or boundaries, entry/access control systems/procedures).

The Contractor shall be responsible for management and oversight of Physical Security Systems activities delineated in this section, DOE physical security requirements, DOE supplemental direction, and as agreed to with OHCs (where changes involve their facilities or operations).
The Contractor shall:

- **Adopt the existing Badging IP**: Provide a badging implementation plan for DOE approval within 120 days of NTP. Review and update IP, as necessary, for DOE approval.

- Provide Contractor security representatives for Hanford Site facilities or groups of facilities where there are important SAS assets/interest, and integration is essential for superior performance (e.g., ISA, solid waste operating facilities, Canister Storage Building).

- Develop, or assist in the development of, facility asset protection requirements, and conduct annual reviews of Asset Protection Agreements to assure compliance with DOE requirements.

- Establish and prioritize protection measures sufficient to prevent malevolent acts, such as theft, diversion, and radiological sabotage, and respond to adverse conditions, such as emergencies caused by natural disasters.

- Implement integrated Physical Security Systems elements.

**Conduct performance testing:**

**Performance Testing:**

- Provide performance testing and test documentation of interior and exterior intrusion detection sensors, entry/exit screening devices (portable and portal SNM and metal detectors, x-ray machines, explosive detectors), and duress alarms in accordance with DOE requirements.

- Integrate security system/sensor performance test programs to ensure that tests include operability and effectiveness testing in accordance with established DOE approved security system sensor testing criteria.

### C.4.3.2.1 Intrusion Detection/Assessment

The Contractor shall:

- Consistent with a graded SAS concept, ensure the Intrusion Detection/Assessment program includes computer-based security alarm and assessment system for accountable quantities of nuclear material on the Hanford Site. The Physical Security Systems shall include industrial security alarms for administrative buildings, personnel duress, protection of Government property, and Hanford Site perimeter/barricade intrusion detection and assessments.

- Provide design and engineering services for the installation and maintenance of Hanford Site security systems.

- Develop specifications for equipment, engineering change notices, work instructions and preventive maintenance procedures.

- Provide computer and software engineering services for the installation and maintenance of Hanford Site security systems. This includes, including equipment specifications, software procurement development and modification, and maintenance of documentation for the computer-based alarm-monitoring systems. Dedicated staff shall provide 24/7 support for troubleshooting and resolution of computer system problems. Included with this area is the system administration for the Hanford Industrial Security Alarm Monitoring System and the Patrol Operations Center 9-1-1/Computer-Aided Dispatch system.
• Maintain, and upgrade as necessary, the Patrol Operations Center, Central Alarm Station systems, and the Secondary Alarm Station systems and communications multiplexers.

• Provide management and oversight of intrusion detection systems installation and maintenance activities (e.g., SNM-related detectors and alarm systems).

• Routinely pursue activities that identify SAS technology improvement/upgrade needs, evaluate commercially available products that may enhance Hanford capabilities, and monitor equipment installed at testing facilities to assess its reliability over an extended period.

**C.4.3.2.2 Technical Security**

The Contractor shall:

• Be responsible for evaluating, integrating, designing, and maintaining SAS technology for the Hanford Site to protect SNM, classified information, facilities, Government assets, and personnel located on within the confines of the Hanford Site and offsite leased facilities.

• Prepare technical evaluations, implementation plans, and feasibility reports in support of technology evaluations.

**C.4.3.2.3 Entry/Access Control**

The Contractor shall:

• Provide management and oversight of entry and access control systems, including installation, administration, and maintenance activities, except for gate 127, for access to the MAPR facilities.

• Perform maintenance of facility entry and access control systems (including search equipment used for prohibited articles and SNM) to ensure protection of SNM, classified matter, and Government property.

• Develop and maintain a random search/security badge inspection program, host-visitor requirements, a prohibited articles policy, and provide program documentation in Hanford SAS procedures.

**C.4.3.2.4 Central Badging**

The Contractor shall:

• Provide badge services for the Hanford Site unless, specifically excluded (for example, if responsibility has been contractually assigned to another DOE Contractor). Badging shall be in compliance with Homeland Security Presidential Directive (HSPD) HSPD-12 and REAL ID Act of 2005 requirements, the DOE HSPD-12 Implementation Plan (IP), and DOE supplemental requirements.

• Request, receive, manufacture, issue, destroy, control, and account for HSPD-12 credentials, Personal Identity Verification (PIV) credentials, Hanford Specific (Commercial Identity Verification/Local Site Specific Only), and temporary badges (i.e., visitor badges).

• Process and account for security credentials and badges and track the disposition of badges, (e.g., lost, expired, returned) for Hanford Site employees, contractors, visitors, vendors and others assigned to, or visiting, Hanford Site facilities consistent with specific MOAs (e.g., WTP).

• Provide computer (hardware and software) systems, image capture equipment, printers, badge stock, and other infrastructure support items to the Central Badging Office, and to alternate badging.
locations in 

- Control and maintain the Hanford Site Personnel Security Clearance Record or predecessor system and the Digital Imaging System, complete required database/hardware/software upgrades, and provide programming support when new badge configuration becomes necessary (e.g., Hanford Site-wide rebadge effort).

- Coordinate and initiate “STOP ACCESS” procedures as requested by DOE and other Hanford Site Contractor OHCs authorized personnel, control and issue private vehicle passes for Property Protection Areas, and coordinate with satellite badging offices, as appropriate.

- Conduct fingerprinting in support of HSPD-12 and security clearance processing activities, as required by DOE directives and DOE supplemental direction; coordinate with the Foreign National Visits and Assignments (FNVA) Program office to ensure requirements are met before badging foreign nationals; and verify security clearance levels for cleared visitors from other DOE sites, or other federal agencies, before granting access to limited or protected areas.

C.4.3.2.5 Explosive Detection

The Contractor shall:

- Provide systems maintenance for the explosives detectors on the Hanford Site, conduct preventive and corrective maintenance for detectors and support equipment, and procure maintenance materials and consumable supplies.

- Procure, train, maintain (veterinary services, kenneling), and use K-9s for explosive detection.

- Procure K-9s from an approved source that provides fully trained explosive detection K-9s that meet current standards, and possesses the capability to train K-9 handlers by such standards.

- Train and certify explosive detection K-9s in accordance with standards specified by DOE O 473.3A entitled, Protective Program Operations, Annex 3.2.c; WAC 139-05-915, Requirements of training for law enforcement and corrections dog handlers and certification of canine teams; and the Washington State Police Canine Association.

- Maintain Explosive detection K-9 teams shall maintain a level of accuracy consistent with current standards for explosive detection K-9 teams.

- Employ teams Teams shall be employed and maintain response capabilities as required by the SIRP, Hanford Patrol post orders, and established MOUs, and mutual aid agreements.

- Ensure the The Performance Assurance Group conducts tests and drills to ensure the K-9s’ accuracy, and the team’s ability to detect and mitigate explosive threats to the Hanford Site.

- Kennel K-9s shall be kenneled and maintained in accordance with locally established protocols and the Contract. Medical care and health maintenance for the K-9s shall be provided by an approved, licensed Doctor of Veterinary Medicine.

- Ensure K-9 kennels shall have no permanent fixtures (such as cement) at the handler’s residence. Kennels shall be pre-built, be insulated, and have no potential hygiene or flooring issues. Additionally, the unit will be treated as Government property and transferred.
from the current Hanford K-9 handler to the next Hanford K-9 handler and/or excessed, in accordance with Government Property procedures.

C.4.3.2.6 Engineering and Maintenance (Security Systems)
The Contractor shall design and maintain physical security and access control systems for Category I and II SNM locations, radiological/toxicological targets, and industrial security activities.

The Contractor shall:

- Design and maintain physical security and access control systems for Category I and Category II SNM locations, radiological/toxicological targets, and industrial security activities.
- Design security system upgrades for existing facilities with changing requirements, and modify and maintain installed systems to prolong system life or improve efficiency.
- Design security systems for new facilities based on DOE specifications, risk assessments, and project operations. Security systems requirements shall be included in the functional requirements document and facility design reviews.
- Coordinate roles and responsibilities with OHCs such that proposed changes to security configurations/systems in their facilities or affected operations are coordinated, integrated and approved by the Contractor.
- Maximize the use of select technology to increase the efficiency of protective forces.
- Install new security systems to ensure compliance with engineering specifications and DOE reliability requirements with minimal need for recurring expenses.
- Perform preventive maintenance and correct system failures to maintain a high degree of reliability and uptime for security systems.
- Implement compensatory measures in a timely fashion for security systems that are, or become, unavailable for whatever cause including notification to DOE of implementation of said compensatory measures.

Boundaries, Constraints, and Interfaces

Boundaries and Constraints: The acceptability of K-9 kennel purchases is only based on the kennel being identified as Government property and not owned by the K-9 handler.

Interfaces: MAPR and/or its contractor None.

C.4.3.3 Information Security

Background

The Hanford Site has over 50,000 items of classified matter, several hundred thousand items of unclassified but sensitive matter, and processes, handles, or generates 200 items of classified and many thousand sensitive items every year. Participant involvement for Information Security ranges from every Hanford employee (e.g., Controlled Unclassified Information [CUI] including Official Use Only [OUO] and Operation Security [OPSEC] topics), to the ~40 Derivative Classifiers associated with the identification of classified information. The Information Security activities support DOE prime Contractors, their subcontractors, and other lower-tier subcontractors throughout the Hanford Site.
Key Customers

- DOE
- OHCs
- PNNL

The desired outcome is an Information Security program that is compliant with DOE requirements and ensures the protection of sensitive and classified information and materials on the Hanford Site.

Key Customers

- DOE
- OHCs
- PNNL

General Scope and Requirements Outcome

The Contractor shall have a centralized Information Security program that collaborates with OHCs and consists of Operations Security (OPSEC); Classified Matter Protection and Control (CMPC); Classification, Declassification, and Unclassified Controlled Nuclear Information (UCNI); Controlled Unclassified Information (CUI); Technical Surveillance Countermeasures (TSCM); and critical infrastructure. This scope includes the operation and management of the Classified Document Control Center and classified information in the Records Holding Area.

The desired outcome is an Information Security program that is compliant with DOE requirements and assures the protection of sensitive and classified information and materials on the Hanford Site.

Detailed Scope and Requirements

The Contractor shall be responsible for identifying and protecting classified and unclassified sensitive information generated, processed and stored for the Contractor’s own work scope, and supporting OHCs, and their subcontractors, as delineated within these sections. The Contractor shall develop procedures/processes to assure compliance with DOE directives through Hanford Site-wide policies and procedures for specific programs within Information Security. The Contractor shall integrate components of the Information Security program into a cost-effective series of mutually supporting programs.

C.4.3.3.1 OPSEC

The Contractor shall appoint an OPSEC Program Coordinator to manage the OPSEC program for the Hanford Site, as well as for the Contract. In general, OHCs have the responsibility for day-to-day OPSEC implementation and to perform the necessary management and support functions required for an effective OPSEC program for their companies, consistent with the Contractor’s overarching OPSEC program.

For the Hanford Site, the Contractor shall:

- Implement a Hanford Site-wide program to assure that sensitive information is protected from compromise and secured against unauthorized disclosure.
- Ensure conformity of implementation with OPSEC standards and requirements by the performing OHCs.
- Annually review and update the Critical Information List to ensure it reflects current assets, threats, operations, and other relevant factors.
• Conduct OPSEC assessments of Hanford Site facilities having Category I SNM (or credible roll-up to Category I SNM) and conduct OPSEC reviews of Hanford Site facilities that have the potential to process or store classified or sensitive information.

• Provide security expertise for export control information (ECI), applied technology (AT), and other CUI.

• Conduct reviews of artifacts, prior to release for public viewing or release to external partners, to ensure there are no CUI concerns.

C.4.3.3.2 Classified Matter Protection and Control

The Contractor shall:

- Appoint a CMPC coordinator to administer the CMPC Program for the Hanford Site.

- Assure that a system of procedures, facilities, and equipment are in place to protect and control classified matter that is generated, received, transmitted, used, stored, reproduced, or destroyed in accordance with DOE directives.

- Support asset protection reviews for facilities that contain classified matter, and maintain an updated list of security containers, locations, and custodians.

- Approve copiers and shredders used in classified document reproduction or destruction, continuously reduce unneeded classified matter, and investigate and potential and actual compromises of classified information.

- Provide CMPC training to:

  - Assure that cleared personnel, including OHC employees, receive initial and annual CMPC refresher training on or before their required due date.

C.4.3.3.3 Classification, Declassification, and UCNI Program

The Contractor’s Classification, Declassification, and UCNI Program shall also support OHCs and subcontractors in determining the proper classification of information. The Contractor shall ensure 100 percent review and identification of documents generated in a potentially classified subject area so that information is appropriately classified, marked, disseminated, and stored.

The Contractor shall:

- Nominate a Classification Officer (approved by DOE) to manage and conduct the Classification, Declassification, and UCNI Programs for the Hanford Site. The Contractor’s Classification, Declassification, and UCNI Program shall support OHCs and subcontractors in determining the proper classification of information. The Contractor shall ensure 100 percent (100%) review and identification of documents generated in a potentially classified subject area to assure that information is appropriately classified, marked, disseminated, and stored.

The Contractor shall:

- Coordinate the declassification of Hanford Site documents and Hanford legacy documents, as necessary.

- Coordinate the destruction of classified records in accordance with a schedule approved by DOE.
- Ensure that its management, as well as other onsite Contractor management, is informed of potentially classified subject areas, and inform its employees of sensitive and potentially classified topical areas.

- Ensure that appropriate classification guidance is available to Hanford Site organizations that are potential generators of classified information.

- Ensure that a sufficient number of Derivative Classifiers are appointed, approved (by the Contractor’s Classification Officer), and trained within applicable Hanford Site organizations and have sufficient classification guidance available to perform their duties.

- Ensure that a sufficient number of Derivative Declassifiers are appointed, approved, and trained within applicable Hanford Site organizations to conduct the declassification reviews required by statute, executive order, or DOE direction.

- Ensure that a sufficient number of Reviewing Officials are appointed, approved (by the Contractor’s Classification Officer), and trained within applicable Hanford Site organizations to conduct appropriate reviews of potential UCNI, and have sufficient UCNI topical guidance available to perform their duties.

- Complete an annual Accountable Matter Inventory by October 31 of each year.

- Provide the DOE Classification Officer with the number of Derivative Classifier documents reviewed (to include document categories) on a quarterly basis.

- Operate and manage a single Classified Document Control Center, and a Classified Records Holding Area for the proper receipt, storage and maintenance, distribution, control, protection, and disposition of classified matter produced, and received for OHCs, DOE, and other Government or Contractor entities, as directed.

- Prepare working procedures that include management of designated accountable classified removable electronic media, classified Records Holding Area operations, and general receiving, processing, distributing (including each means of mailing), copying, scanning, and destruction of classified matter.

- Retrieve classified matter transmitted by U.S. Postal Service Registered Mail from the Post Office on Government workdays.

- Maintain statistical data by entry, on the following:
  - Documents generated;
  - Documents destroyed;
  - Document received; and
  - Documents transmitted.
C.4.3.3.4 Controlled Unclassified Information
The Contractor shall:

- Manage, integrate, and oversee implementation of a common Hanford Site-wide CUI program that includes identification of sensitive unclassified information as CUI.
- Ensure conformity of implementation with CUI standards and requirements by the performing OHCs.
- Ensure that Contractor documents released to the public or assigned a formal document number and tracked in a document control system are reviewed for CUI. This includes documents released to the public that are not given a formal document number (e.g., presentations, notices, press releases, and information contained or posted on the internet).

C.4.3.3.5 Technical Surveillance Counter Measures
The Contractor shall:

- Appoint a Technical Surveillance Counter Measures (TSCM) officer. The TSCM officer interfaces with the federal TSCM operations manager, and in general coordinates and manages the TSCM program, and dispositions TSCM findings.

- Coordinate and perform CUI education and awareness.

C.4.3.3.5 Technical Surveillance Countermeasures
The Contractor shall:

- Appoint a TSCM officer. The TSCM officer interfaces with the federal TSCM Operations Manager, and in general, coordinates and manages the TSCM program, and dispositions TSCM findings.

- Identify Hanford Site facilities that qualify for TSCM services to support processing of classified information and shall coordinate TSCM services with the target facility and DOE, as outlined in the DOE TSCM Procedural Guide (classified), current DOE directives, and DOE supplemental direction.

- Ensure classified conference rooms are established, approved, and maintained in accordance with DOE directives.

- Keep the number of classified conference rooms to the minimum necessary to conduct business activities effectively.

C.4.3.3.6 Critical Infrastructure
The Contractor shall ensure that information systems, that are critical to the Hanford Site mission and require protection from internal and external threats, are maintained. The Contractor’s program shall include identification of critical systems, (e.g., process control systems, fire alarms/systems, criticality alarms, security systems, telephone switches, network components) and evaluation of the protection afforded to each system.

The Contractor shall ensure that organizations responsible for each system adequately protect those systems.
Boundaries, Constraints, and Interfaces

Boundaries and Constraints:

- DOE will be responsible for the maintenance and management of the DOE Federal OPSEC and CMPC programs.
- The Contractor classification responsibility shall be limited to documents generated by Hanford Contractors, both current and in the past (may be in long-term storage).
- DOE has authority over Contractor generated information.
- The Contractor shall provide services to the MAPR and/or its contractor for Classification, Declassification, and UCNI Programs.

Interfaces: None.

C.4.3.4 Personnel Security

Background

The Personnel Security function for the Hanford Site involves ~700 cleared badged employees, ~420 enrolled Human Reliability Program (HRP) personnel, ~300 unclassified FNVA per year, and investigation and processing of ~500 employees per year. The Personnel Security scope of work supports DOE prime Contractors, their subcontractors, and other lower tier subcontractors at the Hanford Site.

The desired outcome is a Personnel Security function that provides access authorizations, and other elements of the Program reliably and efficiently, such that employee access to information/facilities in the execution of their assigned duties on the Hanford Site is readily obtained, while ensuring national security and protection of classified information and SNM.

Key Customers

- DOE
- OHCs
- Hanford Site Subcontractors

General Scope and Requirements Outcome

The Contractor shall:

- Provide a centralized Personnel Security Program. The elements of the program shall include aspects of the Access Authorization (Clearance) Processing Program, Human Reliability Program (HRP), the Unclassified FNVA Program, and official foreign travel. The key customers, OHCs, are responsible for identification of individuals requiring badges, clearances, HRP processing, providing this information to the Contractor, and developing internal implementing procedures for these activities.

The desired outcome is a Personnel Security function that provides access authorizations, and other elements of the Program reliably and efficiently, such that employee access to information/facilities in the execution of their assigned duties on the Hanford Site is readily obtained, while ensuring national security and protection of classified information and SNM.

Detailed Scope and Requirements
The Contractor shall:

- Process security clearances in support of key customers. These activities include requesting, obtaining, maintaining, downgrading, and terminating security clearances, including special access privileges (such as SIGMA). The clearance processing program shall include reviews of each requested clearance action to ensure adequate justification exists and that reporting requirements are met.

- Process and request, through USAccess, non-clearance HSPD-12 PIV credentials in support of DOE and key customers.

- Review security clearance justifications on a periodic basis to keep the number of clearances to the minimum necessary for work execution. At least 95 percent (95%) of clearances shall be justifiable at any given time.

- Report derogatory information, name changes, and other reporting requirements that pertain to cleared individuals, to DOE, in accordance with established DOE timeframes.

- When requested by DOE, provide projections of security clearance investigations and associated costs (anticipated annually) for key customers.

- Establish a OHC personnel. The Contractor’s clearance processing program shall include processes for obtaining security badges, keys, and proximity cards, from terminating employees and coordinating with security operations to remove such individuals from automated access control systems.

- Maintain files as necessary (hard copy and electronic) to support the above-described activities.

C.4.3.4.1 Human Reliability Program

The Contractor shall:

- Provide a HRP Management Plan to DOE for approval within 120 days of NTP, and review, and update the plan annually.

- Administer the Hanford Site HRP (excluding the DOE HRP). The Contractor shall serve as the focal point for coordination of activities between the DOE HRP Certifying Official, the onsite medical provider, management, industrial relations/human resources personnel, drug testing technicians, and others as necessary. The Contractor shall prepare an HRP management/implementation plan for DOE approval. The Contractor shall make notification of HRP status change (e.g., disqualification/requalification, positive drug/alcohol test results, drug/alcohol testing for an occurrence or reasonable suspicion, failure to report for drug/alcohol testing, security concerns) to those entities as necessary.

- Notify DOE of HRP disqualifications, positive drug/alcohol test results, and drug/alcohol testing for an occurrence or reasonable suspicion within four (4) hours.

- Provide a written description/report of the circumstances associated with an HRP status change to DOE within one (1) working day from the time of the incident.
• Initiate and track activity associated with HRP personnel during the HRP review and approval process, and ensure completion of this process for each individual by the DOE established due date. This includes maintaining both hard copies and electronic files for each HRP employee.

• Coordinate and track Hanford Site drug/alcohol testing required by the HRP to include initial, random, annual, reasonable suspicion, and occurrence testing. The Contractor shall also ensure random testing occurs at the rate required in accordance with 10 CFR 712, completion of annual testing as required, and the conducting of off-shift testing at least once each month.

• Develop and administer the Hanford Site HRP training program (HRP initial and refresher training) for HRP employees and their managers, and ensure completion and documentation of training.

C.4.3.4.2 Unclassified Foreign National Visits and Assignments

The Contractor shall:

• Provide a Site-wide FNVA Implementation Plan for DOE approval within 120 days of NTP.

• Administer the FNVA Program for the Hanford Site in accordance with applicable DOE directives and DOE supplemental direction.

• Approve security plans for foreign national visitors to Hanford Site security areas and coordinate FNVA requests with the host, OPSEC, DOE Counterintelligence, management, and DOE, or DOE to ensure identification of potential concerns and resolution before approval of the visit/assignment.

• Enter badge requests for approved visits/assignments into the badging database and prepare an escorted and/or unescorted access credential if a foreign national is approved for unescorted access.

• Conduct FNVA Host training and assist OHCs, as necessary, in the development and coordination of FNVA security plans.

• Enter visit and assignment information into the DOE visits and assignments database and Hanford FNVA database, maintain records of visits and assignments, and prepare reports as requested.

C.4.3.4.3 Official Foreign Travel

The Contractor shall administer an effective and efficient:

• Administer its Official Foreign Travel Program that aligns in accordance with applicable DOE directives and DOE supplemental direction.

• Prepare procedures to implement the current contractor’s requirements document and appoint an Official Foreign Travel Administrator to manage the program.

Comply with aspects of the current CRD to include submittal of projections of potential foreign travel needs with mission needs, including coordinating timely forecasts, and official foreign travel requests packages to DOE for Contractor and OHC review and subsequent submittal to DOE HQ for approval in accordance with established timeframes, prior to official foreign travel.

Boundaries, Constraints, and Interfaces

Boundaries and Constraints:
DOE will conduct pre-employment checks for federal personnel and manage the HRP of federal employees.

WTP construction will conduct pre-employment checks for their employees.

Central badging support to DOE shall include procurement, installation, and maintenance of computer (hardware and software) systems, image capture equipment, printers, badge stock, and other infrastructure support items.

Interfaces: None.

C.4.3.5 Nuclear Materials Control and Accountability

Background

The MC&A scope involves many metric tons of accountable nuclear material (e.g., Special and Other) in over a half dozen locations on the Hanford Site. The nuclear material attractiveness and quantities encompass the entire range described in DOE requirements (e.g., Category IV-E highly radioactive spent nuclear fuel, to Category I quantities of plutonium in a variety of chemical forms and isotopic amounts). The critical work scope elements of the MC&A program comprise responsibilities in domestic safeguards, international safeguards (e.g., International Atomic Energy Agency [IAEA]), bilateral/multilateral treaties or safeguards initiatives, statistical services, and support to DOE-HQ programs, as coordinated through DOE.

Key Customers

- DOE
- OHCs
- Hanford Site Subcontractors

General Scope and Outcome

The Contractor shall manage and conduct a centralized MC&A Program for accountable quantities of nuclear material on the Hanford Site, in accordance with current DOE directives, DOE supplemental requirements, and Richland Requirements Documents.

The desired outcome is an MC&A program that provides credible positive assurance that the Hanford Site nuclear materials are present in their stated quantities and locations, and those intentional or unintentional acts that would put at risk the nuclear material inventory are prevented/deterred, or detected and mitigated.

Key Customers

- DOE
- OHCs
- Hanford Site Subcontractors

Detailed Scope and Requirements

Integrate the MC&A program with OHCs’ other Hanford Site Contractor plans, programs, and activities at life cycle stages, and other elements of the SAS program. The MC&A program shall proactively factor in MC&A requirements, systems, and technologies in the planning, design, construction, and operation of new or renovated DOE facilities and activities.
The Contractor shall:

- **Manage and conduct a centralized MC&A Program for accountable quantities of nuclear material on the Hanford Site.**

- Create, maintain, and provide a single, integrated MC&A Plan for use by OHCs performing MC&A activities.

- Assign a Manager of MC&A as the Hanford Site MC&A management official and MC&A interpretive authority, organizationally independent from operations and programs/projects, with overall responsibility for MC&A.

- Appoint Nuclear Material Representatives (NMR) and NMR alternates to oversee the control and accounting of reportable quantities of nuclear materials.

- Approve and periodically evaluate nuclear materials custodians for approved Material Balance Areas under the Hanford Site Contractor(s) where nuclear materials are stored, processed, or used.

- Provide the final authorization for shipments offsite, and processing or new/modified storage arrangements of Category I through IV nuclear materials.

- Provide nuclear materials accounting and reporting services for Hanford Site nuclear material, both active and inactive (such as V-RIS), and be responsible for official nuclear material inventory, including discrepancy reconciliation. Maintain backups of nuclear material accounting database information and associated programs. Enter information into the Local Area Network Material Accountability System, produce reports and ad hoc inquiries, maintain and protect nuclear material accountability records, and evaluate inventory.

- Facilitate and coordinate MC&A activities with OHCs to include subcontractors, and review and approve MC&A-related procedures (e.g., nuclear materials access, handling, storage).

- **Ensure the MC&A program incorporates** application to nuclear materials unearthed, exhumed, retrieved, recovered, or removed from waste sites, where required.

- Support and facilitate nuclear material transfers, required interfaces and agreements, documentation, shipping and handling, for OHCs’ nuclear material disposition programs, to include previously safeguards terminated nuclear material inventory.

- Purchase, regulate, and manage MC&A-controlled forms and Tamper Indicating Devices (TID) used by OHCs and their subcontractors. Account for MC&A TIDs and controlled forms in storage or use.

- Provide nuclear materials measurement system approvals and measurement system control requirements for Hanford Site MC&A nuclear materials measurement activities.

- Monitor measurement control information, collect and analyze measurement control information, calculate control limits and monitor equipment performance against those limits, qualify measure equipment/methods and review measurement procedures, calculate and publish acceptance/rejection criteria for accountability/verification/confirmation measurements, and evaluate shipper/receiver differences.

- Ensure periodic inventories are conducted by nuclear material custodians, and serve as the lead scheduler for inventories consistent with the programs/projects integrated schedules.
- Perform safeguards occurrence investigation and reporting.
- Conduct special studies as requested by DOE and OHCs.

Consistent with the Contractor’s Information Security procedures, train classified computer users for MC&A-related data handling.

The Contractor shall be the primary point-of-contact and coordinate with the involved OHCs on International Atomic Energy Agency (IAEA)–related activities. The Contractor, in cooperation with other affected OHCs, shall provide information flow between them and the DOE/IAEA; host and escort IAEA inspectors while on the Hanford Site; organize and plan IAEA related activities; organize IAEA related briefings; maintain IAEA inspector records related to radiation exposure, training, and access authorization; and create and maintain inspection records. The Contractor shall prepare IAEA nuclear material reports, prepare and distribute reports on inspection activities, and maintain the Design Information Questionnaire report.

**Boundaries, Constraints, and Interfaces**

Boundaries and Constraints: The Contractor shall not possess nuclear materials; should the need arise to be a custodian of nuclear material, registration and approvals will be required.

Interfaces: None.

**C.4.3.6 Safeguards and Security Program Management**

**Background**

The SAS Program Management scope includes elements such as SAS program planning, oversight and administration, security conditions, HSSP and other SAS plans; VAs, DBT, performance assurance, surveys, reviews, and self-assessments.

**Key Customers**

- DOE

The desired outcome is a well-planned, budgeted, managed, and executed SAS Program that effectively and uniformly protects security interest/assets on the Hanford Site.

**Key Customers**

- DOE
- WTP
- OHCs
- General-WTP

**Scope and Requirements Outcome**

The Contractor shall:

- Establish, manage, integrate, and execute a variety of processes and services that collectively make up the SAS Program Management elements. The elements of the program shall include, but are not limited to, those described below.

The desired outcome is a well-planned, budgeted, managed and executed SAS Program that effectively and uniformly protects security interest/assets on the Hanford Site.
Detailed Scope and Requirements

The Contractor shall:

- Establish a centralized SAS Program Management function for the Hanford Site within the Contractor organization. Collaborate, to the maximum extent possible, with OHCs, to ensure compliance with DOE requirements.

- Within one (1) work week of notification of formal change(s) from DOE, commence execution of changes to SAS requirements, processes, or procedures to affected OHCs, and track changes through completion.

- Within one (1) year of completion of transition, provide DOE a business case analysis for consolidation of the Patrol Operations Center, Emergency Operations Center (EOC) Shift Office, and Hanford Fire Department Dispatch.

C.4.3.6.1 Safeguards and Security Program Planning, Oversight, and Administration

The Contractor shall:

- Provide overall management and assessment of the SAS Program, taking a lead role in coordinating and integrating SAS operational planning activities on a Hanford Site-wide basis.

- Continually evaluate business and technical approaches to optimize SAS operations, and function as the primary interface with DOE on SAS operations and issues.

- Provide SAS program planning, conduct collection/integration of SAS information and needs from users, ensure SAS is well integrated with other Hanford Site projects’ baselines; report monthly SAS performance (to include analysis of cost performance); and report other performance information, as required.

- Provide annual and ad hoc program planning documents and budget formulations, and SAS program-level reports and presentations as requested by DOE.

- Reduce/adjust SAS scope and personnel commensurate with changes in Hanford Site cleanup, offsite shipping of SNM, and operational needs/requirements, within four (4) months of the change (excludes changes that require a significant increase in SAS scope).

- Increase/adjust SAS scope and personnel in accordance with the baseline needs of the projects, such as possible changes to safeguards categories and attractiveness levels. For upgrades to security systems associated with new and/or existing facilities, consistent with and in addition to see Section C entitled, Engineering and Maintenance Security Systems.

- Evaluate and implement technology, when reasonable, into the SAS Program to continually increase efficiency, reduce manpower resources (where reasonable), and reduce the cost of SAS in support of Hanford Site projects, activities, and facility-specific applications.

- Serve as a single point-of-contact to the DOE for day-to-day SAS operations activities and overall Hanford Site security posture, and coordinate DOE SAS tours, as required.

- Develop and deliver to DOE a SAS Master Plan that documents a strategy for managing repairs, life extensions, replacements, and deactivations for security systems, including systems that support command and control, physical security systems and related cyber networks, and classified cyber systems over a 10 year planning horizon.
C.4.3.6.2 Security Conditions

The Contractor shall:

- Conform to the DOE Security Conditions system that has been aligned with the Homeland Security Advisory System.

- Implement appropriate levels of protective measures in response to a malevolent or terrorist threat to DOE facilities, assets, and/or personnel.

- Coordinate and integrate standardized protective measures for a wide range of threats and help disseminate appropriate, timely, and standardized information for the coordination and support to OHCs in the event of a crisis or emergency.

C.4.3.6.3 Hanford Site Security Plan and Other Safeguards and Security Plans

The Contractor shall:

- Develop a single Hanford Site-wide Security Plan for DOE.

- Lead the development of the Hanford Site Security Plan with participation from OHCs to provide assurance that SAS measures address identified threats and risks.

- Review the Hanford Site Security Plan on an annual basis, and coordinate updates with OHCs, as necessary.

- Lead and develop other SAS plans in accordance with DOE requirements, or as necessary, based on emergent work.

C.4.3.6.4 Vulnerability Assessments

The Contractor shall:

- Develop, prepare, maintain, and update VA, security analyses, technology evaluations, implementation plans, feasibility reports, and special SAS studies as required for the Hanford Site, and provide this information to DOE as developed and finalized. Scoping, creation, modeling, and validation, shall fully involve and be coordinated with OHCs.

- Routinely (for example, quarterly) assess the basis and assumptions of VAs and security plans/documents to maintain their currency consistent with planned and actual program/project changes on the Hanford Site by others, and in accordance with approved update schedules.

- Maintain VAs current with changing Hanford Site conditions.

C.4.3.6.5 Design Basis Threat

The Contractor shall:

- Implement an integrated set of Hanford Site specific SAS actions, technologies, procedures, and processes to effectively comply with DOE DBT requirements, DOE supplemental direction or specialized instructions, and the DBT Implementation Plan, as appropriate.

- Ensure that DBT implementation is aligned and up-to-date with the most current Hanford projects/activities.

- Document DBT implementation actions and plans, and submit to DOE for approval.
C.4.3.6.6 Performance Assurance

The Contractor shall:

- Develop an integrated and integrate a Hanford Site wide Performance Assurance Program Plan (PAPP) as part of the HSSP.
- Ensure the PAPP validates performance of essential SAS protection elements, as approved in the Hanford Site Security Plan HSSP, both internal and external to the Contractor, as necessary, dependent on OHC involvement of the OHCs.
- Provide oversight of the SAS critical system elements and management assurance so that risk of hostile events that could affect national security or the health and safety of onsite employees, the public, or environment can be either prevented or mitigated.
- Conduct FOF performance exercises in accordance with approved schedules to validate risk and vulnerability status to support the facility VA and Hanford Site Security Plan HSSP revisions.
- Identify, report, and document Facility/Program specific and Hanford Site risk and, if risk is unacceptable, identify mitigating or cost-effective prevention strategies. If mitigation or compensatory measures are not recommended, DOE must accept the corresponding risks. The Contractor shall provide cost estimates for security upgrades associated with mitigation strategies to DOE.

C.4.3.6.7 Surveys, Reviews, and Self-Assessments

The Contractor shall:

- Maintain and coordinate a centralized self-assessment program for the Contractor and OHCs that complies with DOE requirements and DOE supplemental direction, and ensure consistent application across the Site.
- Conduct self-assessments and SAS performance tests of SAS program elements, in accordance with an appropriate schedule, that is coordinated with DOE.
- Develop and manage a centralized Site wide corrective action management program to monitor, track, and resolve SAS findings, suggestions, and other opportunities for improvement identified in DOE periodic surveys and by other outside sources in the SAS Program.
- Coordinate the SAS corrective action management program, perform root cause analysis to determine the source of the condition requiring corrective action, track corrective action plans and closure dates, validate corrective action closure, and determine effectiveness of corrective actions.
- Maintain a Contractor and DOE Safeguards and Security Information Management System (SSIMS) node that includes, but is not limited to, information related to surveys, corrective actions, quarterly updates, registration of facilities, verification of classified mailing addresses, incidents of security concerns, and deviations.
- Coordinate input of information into various SAS tracking databases (including SSIMS). Prepare and enter into SSIMS quarterly corrective action status updates for each Hanford Site contractor with open findings within the required timeframes as identified in DOE directives and in DOE supplemental direction.
- Support DOE SAS inspections and surveys of OHCs.
- Support DOE-HQ and other Government reviews (such as the Government Accountability Office [GAO]).

**C.4.3.6.8 Foreign Ownership, Control, or Influence/Facility Clearance and Registration of Activities**

The Contractor shall:

- Provide fulfillment of Foreign Ownership, Control, or Influence (FOCI) responsibilities and provide assistance to OHCs regarding facility clearance and foreign ownership, control, or influence (FOCI).
- Coordinate Hanford Site contractor facility clearances regarding security interest/classified activities.
- Provide assistance for the input of facility clearance information into the SSIMS, coordinate completion of the FOCI/Facility Clearance package prior to submittal to DOE, and provide assistance and support to OHCs for other related facility clearance and registration actions.

**C.4.3.6.9 Safeguards and Security Training**

The Contractor shall:

- Ensure personnel involved with SAS duties are trained to a level of proficiency and competency, so that they are qualified to perform assigned SAS tasks and responsibilities.
- Use and integrate DOE NTC resources and assistance in the development and instructional needs for personnel involved with SAS implementation.
- Obtain and maintain a DOE validated Training Approval Program to ensure training programs conducted by organizations other than the NTC meet established objectives, standards, and criteria.

**C.4.3.6.10 Safeguards and Security Awareness**

The Contractor shall:

- Administer the Hanford Site Security Awareness Program for Hanford employees, subcontractors, and visitors.
- Coordinate with DOE and OHCs to maintain awareness of Site wide security issues/topics and incorporate them into the Security Awareness Program, as appropriate.
- Conduct security training for permanently badged employees on an initial and annual frequency to maintain appropriate levels of awareness, and commensurate with their work assignments and access authorization level. (e.g., CMPC training covering topics such as generation and marking, physical protection and storage, reproduction, accountability).
- Provide the security training (initial and refresher) module for adaptation into Hanford General Employee Training (HGET) and ensure annual security refresher training (general or CMPC) is completed on or before the required due date for Hanford Site cleared individuals.
- Ensure proper emphasis is placed on awareness education of the Incidents of Security Concern program requirements, especially the identification, categorization, and timely reporting elements.
- Ensure the SAS Awareness Program includes objectives designed to meet Site specific needs and federal requirements. Employee awareness shall be assessed at least annually to ensure the understanding of the SAS Program continually improves. For purposes of assessing employee awareness, legitimate representative sampling may be used as an acceptable method to assess the progress of the employee population as a whole.
• Develop and provide comprehensive security briefings for personnel who hold an active Hanford Site security clearance, and maintain an SAS intranet website accessible for Hanford Site employees.

• Schedule employees, whose clearance/access authorization is granted by the DOE Richland Operations Office, for comprehensive security awareness orientations within one (1) working day from security clearance/access authorization grant or reinstatement from another federal agency. When access authorization grant/reinstatements occur after 1:00 p.m., scheduling of the briefing must occur no later than close of business the next workday.

• Provide supplementary SAS awareness activities and briefings (for example, at staff and safety meetings across the Hanford Site) in addition to the initial, refresher, and termination briefings upon request of DOE or OHCs.

C.4.3.6.11 Classified Visits

The Contractor shall coordinate and manage the Hanford Site-wide Classified Visits Program and associated processes. Regardless of the Hanford Site contractor performing organization, the Contractor’s Classified Visits Program shall function seamlessly. The Program shall require that only persons with the appropriate access authorizations and need-to-know receive access to classified information or matter in connection with visits involving the release or exchange of classified information or matter.

C.4.3.6.12 Equivalency and Exemption Process

C.4.3.6.12 Deviations

The Contractor shall maintain develop and manage Hanford Site-wide plans and procedures for identifying, evaluating, and processing equivalency and exemption requests deviations to SAS requirements. Equivalency and exemption requests deviations shall:

- Be thoroughly scrutinized as to their justifications.
- Be applicable and unique to the project/program scopes of work.
- Be cost-effective.
- Ensure appropriate levels of security where necessary.
- Be used judiciously when other viable means to meet requirements would not be in the best interest of the spirit and intent of the DOE SAS program.

C.4.3.6.13 Incidents of Security Concern

The Contractor shall:

• Develop and maintain an Incidents of Security Concern Program Plan.

• Provide Site-wide centralized procedures and processes for timely identification and notification, response, inquiry, reporting, and closure actions for Hanford Site incidents of security concern (includes incidents of security concern by Hanford contractors).

• Maintain appropriate number of Inquiry Officials to meet mission needs.

• Be responsible for investigation of Contractor and OHCs’ security incidents involving SNM, security areas, classified information, and prohibited articles.
• Determine root causes for incidents of security concern and initiate/facilitate corrective actions; administer a Security Infraction Program including issuing infraction reports, security incident notices, and management inquiries; maintain an incident database; and trend security violations.

• Prepare a quarterly trend analysis report on Hanford Site related security incidents, and submit to DOE.

• Conduct inquiries for OHCs.

C.4.3.6.14 Safeguards and Security Environmental, Safety, Health, and Quality

The Contractor shall:

• Provide SAS Environmental, Safety, Health, and Quality (ESH&Q) management and oversight in support of the SAS program for the Hanford Site program/project activities. This support includes coordinating and monitoring SAS ESH&Q activities, interfacing with physicians and health care consultants, conducting and facilitating SAS incident/accident investigations, documenting reviews/document review and approvals/approval, and preparation of Site-site and corporate reports.

• Develop and implement SAS programs and initiatives, in accordance with the Integrated Safeguards and Security Management Policy.

• Serve as the liaison to federal, state, and other organizations concerning SAS ESH&Q.

C.4.3.6.15 Safeguards and Security Participatory Activities

The Contractor shall provide technical expertise and services to DOE, and collect data, and prepare documents, including participating in SAS DOE quality panels, workshops, and committees, to further advance and improve SAS processes, procedures, policies, and cost efficiencies across the DOE complex.

Boundaries, Constraints, and Interfaces

Boundaries and Constraints: None.

Interfaces: MAPR and/or its contractor.

C.4.4 Emergencies and First Responders

C.4.4.1 Fire and Emergency Response Services

**Background**

Fire services are required for a broad array of hazards and risks associated with a Hanford Site workforce performing a wide range of tasks, including decontamination and demolition activities in deactivated radiological contaminated facilities, construction of large and complex new facilities, and rescue incidents involving the need for specialized equipment and training. Rescue incidents may include confined space, high-angle, cave-ins, and other rescue activities that are typically addressed only by emergency teams who are appropriately trained and equipped. There are currently three (3) active fire stations onsite servicing approximately 580 square miles of the Hanford Site.

Within the scope of this Contract, there are ~57 facilities with operating fire sprinkler/fire alarm systems and ~16 facilities with operating detection only systems that are the Contractor’s responsibility. Additionally, there are ~1,040 portable fire extinguishers in facilities/vehicles controlled by the Contractor. The Contractor is responsible to ensure that fire protection inspection, testing, and maintenance within these facilities meets NFPA requirements. Additionally, the Contractor is responsible
to provide respiratory protection equipment service for the Hanford Fire Department, which includes functional inspection, tests, repairs, cleaning, and recharging of ~650 self-contained breathing units.

**Key Customers**

- **DOE**
  The desired outcome is a Fire and Emergency Response Service that prevents or effectively controls/mitigates wildland and structural fires and ensures timely and successful responses to emergency events on the Hanford Site.

**Key Customers**

- **DOE**
- **WTP**
- **OHCs**
- **General WTP**

**Scope and Requirements Outcome**

The Contractor shall:

- **Provide** fire emergency response services, including fire prevention, fire suppression, and fire investigations; emergency rescue; emergency medical service and patient transport; incident command; and hazardous materials and chemical/biological/radiological emergency response (to include decontamination) for the Hanford Site.

- **Ensure 24/7 fire and emergency services** The OHCs are responsible to communicate fire service needs to the Contractor for changes to their facilities or new installations. The Contractor shall ensure 24/7 fire-related protection of human life, property, and facilities, operate basic and advanced life support emergency medical services.

Fire services are required through the life cycle of the Hanford Site. Resources shall be maintained and, when appropriate, reduced in alignment with Site remediation and closure.

The desired outcome is a Fire and Emergency Response Service that prevents or effectively controls/mitigates wildland and structural fires, and ensures timely and successful responses to emergency events on the Hanford Site.

**Detailed Scope and Requirements**

The Contractor shall:

- Maintain and operate Hanford fire stations. Most of these facilities are occupied 24/7. These facilities are dormitories and require sanitary living conditions on a 24/7 basis. Facility requirements include consistent environmental controls for occupants, equipment and inventory, such as temperature-sensitive medications on the ambulances.

- Report the status of the Fire Services program performance (to include analysis of cost performance) monthly to DOE.

- Submit an annual summarization report regarding fires and other property damage that was experienced on the Hanford Site for the year.
- Respond to medical emergencies on the Hanford Site with ambulance and trained emergency medical personnel.

- Meet or exceed the response times to alarms and incidents, as specified by the Hanford Fire Needs Assessment, in at least 95 percent (95%) of the instances.

- Provide 9-1-1 backup to the Patrol Operations Center.

- Be the primary responder for fires on the Hanford Site, to include wildland fires and radiological contaminated facility fires, and fires in areas where a nuclear criticality incident is possible.

- **Document a Fire Protection Program and submit to DOE for approval.**

- **Update and maintain the Hanford Fire Needs Assessment, and submit to DOE for approval.**

- Submit Hanford Site Wildland and Prescribed Burn Fire Plans annually for DOE approval.

- Utilize the Hanford Fire Needs Assessment as a basis for emergency staffing levels to be maintained 24/7, including holidays and weekends.

- **Update and maintain the Hanford Fire Needs Assessment defined by CRD Q 420.1.C, Chg. 1, (Supplemented Rev 0) Facility Safety, and meet the applicable NFPA Standards, OSHA requirements, and Washington State Administrative Codes, unless specific exception is granted by the DOE. Submit Hanford Fire Needs Assessment to DOE for review.**

- Initiate updating pre-incident plans upon contract turnover with no less than 75 percent (75%) completed within two (2) years. Within three (3) years, the pre-incident plans shall be updated. Thereafter, pre-incident plans shall be reviewed annually and maintained current.

- Act as the Site Incident Command Agency for fires and hazardous/radiological materials emergencies on the Hanford Site, to address and bring to closure (terminate) emergency situations that could threaten operations, employees, the public, or other interests of the Hanford Site. In regards to hazardous/radiological materials emergencies, the Contractor shall comply with the DOE/U.S. Environmental Protection Agency (EPA)/Ecology Permit for Treatment, Storage, and Disposal (TSD) of Dangerous Waste (Part B Permit), Appendix 7A.

- Be the designated rescue agency for the Hanford Site, in accordance with 29 CFR 1910.146, Occupational Safety and Health Administration, for rescue in confined spaces, hazardous areas, cave-ins, trench rescue, and high angle rescue.

- **Act as the Incident Command Agency and address and bring to closure (terminate) emergency situations that could threaten the operations, employees, the general public, or interest of the Hanford Site.**

- Respond to emergency situations created by a hazardous material spill, including spills and mixed waste spills, for the purpose of incident command and mitigation of the emergency condition(s).

- Coordinate with OHCs on site other contractors on Site in regards to fire services. Respond to alarm, trouble, or supervisory signals of fire systems, within the prescribed time limits established by the NFPA. Reach agreement with OHCs other contractors on facility fire watch responsibilities following an event or impairment.
- Coordinate with cultural resource program regarding locations of sensitive cultural areas on the Hanford Site.

- Make available elements of the Fire and Emergency Response Services on a non-mission interference basis to other non-Hanford Site entities (e.g., fire departments/districts, school districts and other local/state/federal agencies) in response to requests from surrounding fire departments/districts, schools, under mutual aid and state mobilization agreements.

  - Develop a mutual aid agreement with the MAPR (and/or its contractor).

  - Provide fire and emergency response to the MAPR (and/or its contractor) consistent with the mutual aid agreement.

- Provide fire and emergency response to Energy Northwest consistent with the DOE contract with Energy Northwest (e.g., confined-space rescue, medical/ambulance services, hazardous materials emergency response, emergency fire response).

- Implement mutual aid and state mobilization, and other agreements, with local Fire Districts and government agencies. The agreements shall be reviewed annually and updated as necessary.

- Provide a Fire Marshal who has delegated Authority Having Jurisdiction (AHJ) authority for the Hanford Site as identified in HNF-52336 entitled, Authority, Responsibilities, and Duties of the Hanford Fire Marshal. The Fire Marshal or his representative shall be the authority for the investigation of cause, origin, or circumstance of fire related accidents, incidents, explosions, and other hazardous conditions and shall maintain the case files on each investigation.

- Participate in the Hanford Fire Protection Forum (HFPF). The HFPF, among other duties, documents the duties of the Fire Marshal (i.e., the Fire Marshal’s Charter). The Contractor shall be responsible for configuration control, obtaining approval, and distribution of the Fire Marshal’s Charter to OHCs.

  - Provide functional inspection, testing, and maintenance of life safety and property fire protection systems (including backflow prevention devices) in facilities identified to this contract. There are ~57 buildings associated with this contract that have active fire protection systems; 16 of those facilities have fire alarm systems only.

  - Perform inspection, testing, and maintenance of the Hanford Site Radio Fire Alarm Reporting systems.

  - Ensure configuration control of the fire protection systems for the Contractor facilities. Routinely perform permanent or temporary deactivations and testing to accommodate facilities in this contract.

  - Maintain the central auditable records for fire protection system activity for the Contractor facilities, as required by federal and state laws.

- Provide a respiratory protection equipment program to include maintenance, testing, repair, modification, and servicing of respiratory protection equipment used by the Hanford Fire Department.

  - Perform preventive and corrective maintenance to assure proper functioning of fire protection systems, equipment and apparatus. Provide appropriate fire protection system inspection, testing, and maintenance for fire alarm and fire suppression systems so systems are available at least 99 percent (99%) of the time.
Maintain vehicles, equipment, instrumentation, and supplies in a state of readiness adequate for deployment and transport to the emergency or incident.

Maintain a cost-effective inventory of fire protection systems spare parts to support this contract where long-lead procurements will be involved.

Perform inspection, testing, and maintenance on Hanford Site-wide emergency sirens.

Participate in and support emergency response training, drills, and exercises by OHCs, as agreed to in MOAs or MOUs.

Participate in the development of MOUs, U.S. Fish and Wildlife Service (USFWS) Cooperative Fire Protection Agreement, and other Mutual Aid Agreements.

### 3709 Fire Station Hot Water Boiler

Johnson Controls has a contract with DOE to provide steam and heating for specific facilities identified in the Contract, which includes the 324 facility, along with providing the natural gas used to fuel the boilers. The Johnson Controls contract expires November 14, 2021. Johnson Controls installed a 48.2 hp, 160 psi natural gas fired hot water boiler for heating the 3709A fire station and is responsible for operating and maintaining the hot water boiler. The boiler is installed in the mechanical room of 3709A. Johnson Controls also installed a natural gas distribution system in the 300 Area for boilers.

The Contractor shall assume O&M of the 3709A hot water boiler before October 1, 2020, including developing an agreement (cost, reliability, and amount) for the supply of natural gas with the contractor responsible for providing the natural gas in the 300 Area, and operating and maintaining the natural gas distribution system.

Provide fire protection system inspection, testing, and maintenance of existing and new fire systems. These services shall be provided until OHCs have established the ability to perform this work internally, or have established mutual agreements with the Contractor to continue performing the services for the OHCs. Services include:

- Providing functional inspection, testing, and maintenance of life safety and property fire protection systems (including backflow prevention devices) in DOE-owned facilities.
- Ensuring configuration control of the fire protection systems and routinely perform permanent or temporary deactivations and testing to accommodate several site contractors.
- Perform preventive and corrective maintenance to assure properly functioning fire protection systems, equipment and apparatus.
- Maintain a cost-effective inventory of fire protection systems spare parts to support Hanford Site fire operations requirements where long-lead procurements will be involved.
- The Contractor shall perform functional tests and repairs of ~550 self-contained breathing apparatus, cleaning and recharging ~30,000 units and cylinders, annual and bi-annual inspections and functional tests and repairs of ~1,000 high-pressure breathing air cylinders.

Following transition of the work scope to the OHCs, the contractors shall self-perform the work scope. In accordance with Section J, Attachment J-3.b, the OHCs may purchase these services from the Contractor.

**Services that may be contracted by other contractors through mutual agreement:**
Fire system inspection, testing, and maintenance. There are ~120 buildings associated with other OHCs onsite (excluding the WTP) that have active fire protection systems; 30 of those facilities have fire alarm systems only.

Portable fire extinguisher inspection, testing, and maintenance. There are ~2,100 portable fire extinguishers associated with OHCs (excluding WTP).

Backflow preventer inspection, testing, and maintenance.

Site Respiratory Protection, refills, inspection, testing, and maintenance. The respiratory protection equipment for OHCs other than the Hanford Fire Department (and excluding WTP) includes ~2,900 self-contained breathing apparatus.

Boundaries, Constraints, and Interfaces

Boundaries and Constraints:

- Fire services are required through the life cycle of the Hanford Site. Resources shall be maintained and, when appropriate, reduced in alignment with Site remediation and closure.

- The medical emergency response program shall be conducted under the Mid-Columbia Emergency Medical Services and Trauma Council, operated under the County Medical Program Director. The ambulance service shall include basic and advanced life support and be licensed through the DOH.

- The emergency response time requirement is assumed to remain constant through the life cycle.

- For emergency situations created by a hazardous material spill, including mixed waste spills:
  - Once the hazards have been mitigated, the owners of the facility or material have the responsibility for cleaning up the material and decontaminating the site, but may request supplemental expertise from fire services.

- The natural gas system will be transitioned from Johnson Controls to a contractor other than HMESC.

- OHCs are responsible to communicate fire service needs to the Contractor for changes to their facilities or new installations.

Interfaces: Emergency medical response transport when or after making the determination, based on the level of medical emergency, as to patient destination, such as the Occupational Medical Services Contractor, and local hospitals.

C.4.4.2 Emergency Operations

Background

The Hanford Site has implemented a single, integrated Site-wide emergency management plan (DOE/RL-94-02, Hanford Emergency Management Plan) to support the activities of the three (3) DOE Offices and their contractors. The plan also serves as the Resource Conservation and Recovery Act of 1976 (RCRA) Contingency Plan. The Plan and its implementing procedures (DOE-0223, Emergency Plan Implementing Procedures) implement the requirements of DOE Directives regarding Comprehensive Emergency Management System, and the RCRA requirements of the WAC.
The Site has a primary and an alternate EOC to support the emergency programs established at the Site’s approximately 22 hazardous facilities, and provides support to the Hanford Site leadership in the event of a non-Hanford emergency that affects the Hanford Site and/or its workers.

**Key Customers**

- **DOE**
- **OHCs**
- **PNNL**
- **WTP**
- **MAPR**
- **OHCs**

**General Scope and Requirements**

The Contractor shall:

- Provide coordination, integration, and maintenance of a centralized Hanford Site EP program capable of recognizing and effectively responding to the spectrum and severity of Hanford Site emergencies potentially affecting onsite and offsite areas, as well as non-Hanford events that could affect onsite operations or personnel, including personnel safety and security situations and natural phenomenon disasters. The Contractor shall plan for and appropriately integrate responders from other agencies and organizations.

The desired outcome is an Emergency Operations function that ensures timely response to and effective control and mitigation of emergency events on or affecting the Hanford Site. In so doing, the loss of life and personal injury, damage to property, and impact to the environment is minimized.

**Detailed Scope and Requirements**

The Contractor shall:

- Plan for and appropriately integrate responders from other agencies and organizations.
- Provide an integrated EP program that can sustain a 24/7 state-of-readiness, with special emphasis on seamless integration of other agencies and organizations providing response services.
- Maintain **DOE/RL-94-02, the Hanford Emergency Management Plan** (DOE/RL-94-02), an integrated All-Hazards Plan, and DOE-0223, **RL Emergency Plan Implementing Procedures**, ensuring consistency with **the** National Incident Management System and the Incident Command System.
- Conduct, coordinate, and support training for key customers and subcontractors on the Hanford Emergency Management Plan. Initial training shall be accomplished within one (1) month of accession.
- Conduct and support initial and refresher training for staff assigned to general purpose, low hazard, and hazardous facility emergency response organizations (FERO), and ~230 EOC volunteers.
- Operate, staff, and maintain the EOC Shift Office with trained duty officers 24/7 to test and facilitate communications with Hanford facilities and with DOE.

- Monitor and support the emergency readiness of Hanford Site facilities.

- Conduct or support emergency management surveillances and assessments.

- Review key customers corrective action plans for completeness and compliance with DOE-0223, RL Emergency Plan Implementing Procedures.

- Verify corrective action implementation, and validate the effectiveness of corrective actions.

- Ensure that EP exercises and administrative support responses to DOE approval actions, actual emergencies are adequately staffed with trained personnel to protect human health and the environment.

- Provide operational, technical and administrative emergency management services, including direct support to DOE.

- Maintain a primary and alternate EOC, compliant with plans and requirements. The EOC functions include the capability to generate a common operating posture picture, conduct Consequence Assessment, communicate with the DOE (including DOE-HQ), facilities, local and state offsite partners, and disseminate Emergency Public Information.

- Manage the Transportation EP program, maintain program plans and procedures, conduct training and drills, conduct surveillances and assessments, and monitor corrective action implementation.

- Develop and submit to DOE Hanford the annual DOE Emergency Readiness Assurance Plan ready to transmit to DOE-HQ.

- Support key customers OHCs in the preparation and review of Hazards Surveys and EP Hazards Assessments, including technical assistance to ensure documents contain appropriate content and quality. Provide technical expertise and administrative support to DOE approval actions.

- Develop, populate, and maintain a monthly “dashboard” of appropriate information, including performance metrics, trends, and leading indicators, for the Sitewide emergency management functions of interest to DOE, including, but not limited to, training; exercises; technical basis documents, plans and procedures, evaluations, surveillances, appraisals and assessments; findings and other deficiencies from self-assessments, Site, and external assessments; status of corrective actions; and budget and resources, including the establishment of on-call FERO staff in accordance with requirements at Hanford facilities.

- Implement emergency management requirements for assigned facilities.

- Develop and maintain facility-specific emergency plans and procedures for its facilities, including Building Emergency Plans.

- Prepare hazards surveys and emergency planning hazards assessments for assigned hazardous facilities.
Manage the Hanford Site Emergency Exercise Program, including drafting the annual EP schedule for future fiscal year. In accordance with the annual exercise schedule published by DOE at the beginning of the fiscal year:

- Develop 1) develop, conduct, and evaluate Annual DOE Field and DOE Limited exercises and provide reports to DOE;
- Evaluate 2) evaluate contractor drills for exercise credit and provide reports to DOE.

Ensure required emergency communications systems and equipment are operable and available, in coordination with other functions.

Support offsite interfaces and the emergency public information program.

Coordinate facility emergency drill programs, drill schedules and participation, and provide expertise on drill conduct and evaluation to Hanford contractors.

Provide personnel, as requested by key customers such as OHCs, for the support and evaluation of facility drill programs.


Provide technical/administrative input for the EP Program in the areas of report/presentation preparation, EP report, EP hazards assessment(s), emergency action levels, and budget management.

Coordinate EP response activities for Hanford Site facilities and establish minimum Site technical support roles and responsibilities to establish a consistent approach.

Integrate and coordinate the procedures and checklists of first responders and security personnel for those response actions that affect emergency events at Hanford facilities.

Train key customers such as Building Wardens, Building Emergency Directors, Incident Commanders (IC), ICS, Drill Coordinators, and Controllers/Evaluators to ensure proficient staffing for exercises and emergencies.

Maintain the Hanford Site and DOE on-call program, Hanford Site Emergency Assignment roster, and contact lists, and perform on-call duties in accordance with DOE-0233, RL Emergency Implementing Procedures.

Establish procedures and provide direction and coordination for the Hanford Site Occurrence Reporting Program.

Maintain the Contractor’s Continuity of Operations Plan (COOP), and DOE COOP plan, as well as integrate with DOE and other contractor COOP plans to ensure essential tasks can be continued within the timeframes specified in the plans, with special emphasis on the essential records needed for effective emergency response.

Support DOE in performing the analysis of changes to the Site boundary, Site access, and future uses of Site lands, including the MAPR, Manhattan Project National Historical Park and associated activities, and impact to the Emergency Management Program.
- Prepare and integrate, in coordination with environmental points-of-contact, the parts of the emergency management plan that satisfies the WAC requirement for a contingency plan and inclusion of emergency plans and procedures into the Hazardous Waste Permit.

**Boundaries, Constraints, and Interfaces**

Boundaries and Constraints: DOE will maintain EP MOUs in accordance with DOE/RL-94-02.

Interfaces: MAPR, Oregon Department of Energy, Washington State Military Department, DOH, Washington Department of Agriculture, Energy Northwest, and Benton, Franklin, and Grant counties, to coordinate emergency offsite events/drills/exercises.

**C.4.4.3 Radiological Assistance Program**

**Background**

The Radiological Assistance Program (RAP) provides 24/7 radiological incident response capabilities. The Hanford Region 8 RAP team is equipped with personal protective equipment, radiation detection and monitoring instruments, air sampling equipment, communications equipment, isotopic identification instruments, search gear, and other equipment, as necessary. The RAP team consists of DOE and DOE contractor personnel (full-time), and ~30 matrix employees who perform radiological assistance duties as part of their normal employment or as part of the terms of the contract between their employer and DOE.

**Key Customer**

- DOE

**General Scope and Outcome**

The Contractor shall maintain and implement a first-responder radiological assistance that includes plans, procedures, resources, and 24-hour a day response capabilities. The assistance shall be provided to the Hanford Site and to Region 8, other Regions, and possible international mutual aid support, as directed by DOE. The Contractor shall provide radiological assistance to DOE program elements, other federal agencies, state, local, and Tribal Nations, and private groups requesting assistance.

The desired outcome of the RAP is detection, identification and analysis, and response to events involving the use of radiological/nuclear material, ensuring customers needing assistance have the information and support necessary to respond to an accident, incident, or terrorist activity involving radioactive materials where there is a real or potential radiological hazard to workers, the public, or the environment. The states have jurisdictional responsibility for ensuring the public’s health and safety when radioactive materials are accessible to members of the public. Offsite surveys or related actions will be under the direction and control of the appropriate state and performed by the Region 8 RAP Team, with support as necessary from the DOE and contractor personnel. Prior to a response, the Regional Response Coordinator (RRC) or designee will coordinate with the appropriate DOE management and contractor representatives to ensure they are informed of the situation.

**Detailed Key Customer**

- DOE

**Scope and Requirements**

The Contractor shall maintain and implement a first-responder Radiological Assistance Program that includes plans, procedures, resources, and 24/7 response capabilities. Assistance shall be provided to the Hanford Site and to Region 8, other Regions, and possible international mutual aid support, as directed by
DOE. The Contractor shall provide radiological assistance to DOE program elements, other federal, state, and local agencies, Tribal Nations\(^4\), and private groups requesting assistance.

**C.4.4.3.1 RAP Contractor Response Coordinator**

The Contractor shall:

- Designate and support a RAP Contractor Response Coordinator (CRC) to provide support to DOE in providing management and direction of RAP contractor personnel. The CRC is responsible for assisting in the management and oversight of the RAP, specifically to ensure that work scope and budget is forwarded to the appropriate OHCs to complete operational tasks, ensure 24/7 readiness of resources (personnel and equipment), and support and assist the DOE RRC, as requested.

- Ensure that Region 8 is capable of deploying two (2) RAP teams simultaneously, assembling the second deployable team within four (4) hours of notification.

- Ensure pre-designation of three (3) RAP teams that are available to provide 24/7 response capability.

- Function as a liaison with DOE-HQ, other Regional Coordinating Offices, and their respective CRCs, to coordinate the planning and response to requests for radiological assistance.

- Define the detailed CRC roles and responsibilities in regional plans and procedures, as approved by the DOE RRC.

**C.4.4.3.2 Radiological Assistance Program Response Teams**

The RAP response teams shall be composed of DOE and OHC personnel with appropriate administrative and technical skills and experience. The Contractor shall ensure that RAP team members are properly qualified, trained and drilled in their roles and responsibilities to safely and effectively respond to radiological incidents.

The Contractor shall properly equip RAP teams with monitoring and personal protective equipment to respond to radiological incidents and ensure the equipment is properly maintained and calibrated, as required by applicable standards.

**C.4.4.3.3 General Management and Response**

The Contractor shall:

- Maintain a workspace for classified work and classified communications, including classified data processing, storage of classified materials and media team.

- Maintain vehicles, equipment, instrumentation, and supplies (to include up-to-date maintenance of the foregoing and an up-to-date equipment list) in a state of readiness adequate for deployment and transport to the emergency or incident scene.

- Maintain regional management and response plans and procedures. The plans and procedures shall describe the concept of operations, define the roles and responsibilities of personnel, and identify the actions taken to ensure the readiness of personnel and equipment. Plans and procedures shall comply with the RAP Field Operational Guide, and be reviewed and revised annually and submitted to the DOE RRC for comment.

\(^4\) The reference to Tribal Nations in this Contract is comprised of the Yakama Nation, Confederated Tribes of the Umatilla Indian Reservation, Nez Perce, Colville, and Wanapum Band.
• Provide a detailed status report of RAP cost and performance data on a monthly basis to the DOE-RRC and DOE-HQ.

• Establish procedures for and conduct annual self-assessments of the RAP in accordance with applicable laws, regulations and DOE directives. The Contractor shall provide a written report of the self-assessment and corrective actions to DOE-HQ annually.

• Provide in the event of a radiological response, provide DOE-HQ with timely notification and reporting in the event of a radiological response; notify DOE-HQ within 15-minutes of a request for emergency assistance requiring deployment of a RAP team.

• Notify DOE-HQ within 15-minutes of offsite deployment of a RAP team(s).

• Provide a written After Action Report to DOE-HQ after deployment of a RAP team(s) and subsequent termination of a response, detailing the response and follow-up activities.

• Maintain records of each request for assistance.

• Develop a Regional RAP IP that includes RAP goals and deliverables and budget estimates, and transmit the IP to DOE-HQ for input to the budgeting process. The Contractor’s input shall include unfunded goals, deliverables, and shortfalls for each fiscal year.

• Participate in meetings and working groups as requested by DOE-HQ, write technical papers and articles to communicate with the response community and the general public, and provide support to the DOE Emergency Response Assets, as requested.

• Conduct annual RAP Crisis Response and Consequence Management training to full-time RAP staff, volunteer federal team members, and volunteer contractor team members.

**C.4.4.3.4 Radiological Assistance Program Training and Outreach**

The Contractor shall:

• Designate a Training and Outreach Coordinator(s) to conduct extensive interagency coordination, conduct drills and exercises, and develop and conduct training for personnel and offsite responders.

• Assist the RRC in providing RAP management and direction.

• Define the Training and Outreach Coordinator’s roles and responsibilities in regional plans and procedures.

• Support emergency planning and exercises with state and local authorities and the Tribal Nations, to the degree practical.

The training and drill requirements shall be identified in plans and procedures and shall be in compliance with applicable orders, laws, and regulations.

**C.4.4.3.5 Radiological Assistance Program Maintenance and Equipment Management**

The Contractor shall designate a contractor equipment coordinator to maintain RAP equipment in a state of readiness, develop procedures for equipment use, and train RAP personnel and offsite responders in proper equipment use. The radiological survey, search, identification, analysis, communication, and transportation equipment shall follow rigorous operability and calibration expectations in order to provide an effective and reliable 24/7 robust response capability.
Boundaries, Constraints, and Interfaces

Boundaries and Constraints: None.

Interfaces: Federal, state, and local agencies, and Tribal Nations in the region, to determine and understand their capabilities and, when required, to facilitate responses to radiological emergencies.

C.4.5 Training and Workforce Readiness

C.4.5.1 Volpentest HAMMER Federal Training Center

The desired outcome is a trained Hanford workforce, including a training center that provides a safe training environment with adequate training space, tools, props, and resources, that is a premier training center for Non-DOE, local, state, regional, and national needs.

Background

The Volpentest HAMMER Federal Training Center (HAMMER) is a safety and emergency response training center. The primary mission of HAMMER is to train Hanford Site employee, and emergency responders on hazardous materials handling, environmental, health and safety, and emergency response. HAMMER provides training facilities, curriculum, training records, and training delivery services to the federal, contractor, and subcontractor employees in support of the Hanford Site missions consistent with the DOE, local, state, and federal workforce training requirements. The program includes not only established courses, but also just in time training necessary to meet specific mission needs or resolve issues adversely affecting the missions.

The main HAMMER campus is situated at the southern boundary of the Hanford Site, with a dedicated on-Site satellite location located in the southern area of the 200 East Area on the Hanford Site. The main campus is situated on an 88 acre campus, with the majority of the 153,000 sq. ft. campus constructed in 1997. The campus consists of modern classrooms/facilities, specialty training areas, and numerous life-size training props that can be configured to create a variety of situations for industrial hazards, worksite scenarios, emergency response or incident command, and hazardous materials training. The facilities provide for instructor-led courses, blended learning, and performance-based learning.

Key Customers

- DOE
- OHCs
- PNNL
- Hanford stakeholders (on an as needed basis)
- Third parties through Strategic Partnerships (e.g., DOT, Washington State National Guard, U.S. Department of Homeland Security)

General Scope and Requirements Outcome

The Contractor shall provide an efficient instructor-led courses, blended learning, and a performance-based learning program and shall maintain the HAMMER in a ready-to-serve capacity as the
primary training facility for the Hanford Site. The program is to enable accomplishment of the customers’ missions in the most cost-effective manner:

- Without injury to the workers or the public;
- While meeting regulatory requirements;
- Consistent with the principles of QA, ISMS, and the Voluntary Protection Program (VPP).

In order to provide standardized professional and technical training services, the Contractor is required to recruit and maintain an appropriate cadre of staff and instructors (to include worker-trainers from the OHCs), as well as business management and facility and training support operations staff members who are technically proficient in their respective areas of expertise.

The Contractor shall utilize the main HAMMER campus as well as the 200E Area satellite location to provide training services. Additionally, HAMMER shall coordinate with the OHCs to maximize the satellite facility use.

The Contractor shall:

- Demonstrate a culture of continuous improvement in key areas and skills;
- Continually anticipate future needs in both course attendance and curriculum;
- Improve integration, partnering, and support within the Hanford Site to promote problem solving and cost efficiencies;
- Develop and deploy effective strategic planning for the mission in the environment of changing budgets;
- Ensure that HAMMER infrastructure and facilities are operationally safe, secure, and compliant with applicable requirements;
- Collaborate with partners; and
- Operate HAMMER in a cost-efficient and effective manner to provide and facilitate quality training for federal and contractor personnel in support of the DOE’s mission.

Training courses are designed to meet professional training needs based on job analysis, skill development, and continuous learning. Course content and material shall remain current and reflect applicable federal laws and regulations and DOE policies and procedures. Effective training shall be developed by using a DOE-recognized systematic approach.

In addition to maintaining the facilities and physical infrastructure already described above, the Contractor shall provide scheduling, training record keeping, and other services as deemed necessary to support HAMMER’s mission and integration for Hanford.

The training supports a broad range of occupational, health, safety, and emergency response needs related to DOE operations. Training delivery shall be conducted through instructor-led, eLearning, and blended learning methods.

Additionally, HAMMER shall be fostered as a national and regional training asset that serves other non-DOE, local, state, regional, and national needs in such areas as disaster recovery, emergency response, transportation, fire protection, law enforcement, and military readiness. Training support for these organizations shall be provided through the Strategic Partnerships and excess capacity program and as coordinated with DOE prior to activities.
Detailed Scope and Requirements

C.4.5.1.1 Training Support

The Contractor shall provide the Hanford Site workers, including DOE personnel, PNNL as requested, and other customers as requested, training to maintain a qualified workforce, as required by federal, state, and regulatory requirements, DOE directives, and management directives. Table C-1 identifies the specifically required standardized training to be provided by HAMMER, and common safety procedures/processes.

<table>
<thead>
<tr>
<th>#</th>
<th>Worker Safety Requirement</th>
<th>Common Process</th>
<th>Standardized Training</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Asbestos.</td>
<td>N/A</td>
<td>Yes</td>
</tr>
<tr>
<td>2</td>
<td>Chemical Management Program (Community Right-to-Know) as required by 40 CFR 370.41, Tier II Emergency and Hazardous Chemical Inventory Form, with the Contractor’s responsibility for obtaining data from OHCs, compiling and submitting the required data.</td>
<td>Yes</td>
<td>N/A</td>
</tr>
<tr>
<td>23</td>
<td>Chronic Beryllium Disease Prevention Program (CBDPP) as required by 10 CFR 850, Chronic Beryllium Disease Prevention Program, and DOE-0342, Hanford Site Chronic Beryllium Disease Prevention Program (CBDPP).</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>34</td>
<td>Confined Space Entry as required by 29 CFR 1910.146, Occupational Safety and Health Administration, and DOE-0360, Hanford Site Confined Space Procedure (HSCSP).</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>45</td>
<td>Electrical Safety as required by NFPA 70 and 70E, 10 CFR 851 Appendix A Section 10, and DOE-0359, Hanford Site Electrical Safety Program (HSESP).</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>6</td>
<td>Employee Job Task Analysis as required by 10 CFR 851, Appendix A, Section 8 and as being implemented on the Hanford Site at present time.</td>
<td>Yes</td>
<td>N/A</td>
</tr>
<tr>
<td>57</td>
<td>Excavation permits as required by 29 CFR 1926.651, Safety and Health Regulations for Construction, with emphasis on existing Hanford Site system for obtaining excavation permits and DOE-0344, Hanford Site Excavating, Trenching and Shoring Procedure (HSETSP).</td>
<td>Yes</td>
<td>N/A</td>
</tr>
<tr>
<td>68</td>
<td>Fall Protection as required by 29 CFR 1910, Occupational Safety and Health Administration; 29 CFR 1926, Safety and Health Regulations for Construction; and DOE-0346, Hanford Site Fall Protection Program (HSFPP).</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>79</td>
<td>Hanford General Employee Training (HGET), satisfies numerous requirements; see HGET Training Program Description.</td>
<td>Yes</td>
<td>N/A</td>
</tr>
</tbody>
</table>
### Table C-1. Required Standardized Training and Common Safety Processes*

<table>
<thead>
<tr>
<th>#</th>
<th>Worker Safety Requirement</th>
<th>Common Process</th>
<th>Standardized Training</th>
</tr>
</thead>
<tbody>
<tr>
<td>810</td>
<td>Hazardous Energy Control (lockout/tag out) as required by 29 CFR 1910.147, <em>The Control Of Hazardous Energy</em> <em>(Lockout/Tagout)</em>, control of hazardous energy (lockout/tagout), and implementing CRD Contractor Requirement Document O 422.1 (current version), Conduct of Operations in accordance with Section J, Table J-2-8, and DOE-0336, Hanford Site Lockout/Tagout Procedure.</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>1012</td>
<td>Hoisting and Rigging in accordance with the Hanford Site Hoisting and Rigging Manual (DOE/RL-92-36) and as required by 29 CFR 1910, <em>Occupational Safety and Health Standards</em> and 1926, <em>Safety and Health Regulations for Construction</em>.</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>13</td>
<td>Industrial Hygiene Exposure Records including the generation, common database, and storage as required by 10 CFR 851 Appendix A, Section 6.</td>
<td>Yes</td>
<td>N/A</td>
</tr>
<tr>
<td>1114</td>
<td>Radiation Safety as required by 10 CFR 835, <em>Occupational Radiation Protection Program</em>, (e.g., Radiological Worker I and II and Radiological Control Technician training), DOE-0357, Hanford Radiological Worker Training Program Description, and DOE-0358, Hanford Site Core Radiological Control Technician Qualification.</td>
<td>Yes N/A</td>
<td>Yes</td>
</tr>
<tr>
<td>1316</td>
<td>Stop Work Authority as required by DOE-0343, Hanford Site Stop Work Procedure.</td>
<td>Yes</td>
<td>N/A</td>
</tr>
</tbody>
</table>

* The Contractor shall ensure changes to the required standardized training and common safety processes in Table C-1 are approved by DOE and are communicated in a timely manner to maintain a current listing.

ANSI = American National Standards Institute
CRD = Contractor Requirements Document
HAZWOPER = Hazardous Waste Operations and Emergency Response

## C.4.5.1.2 Standardized Site Training

The Contractor shall:

- Develop and maintain training related to the common procedures/processes directly applicable to work at Hanford Site, Site hazards, and use qualified instructors and established universally applicable curricula objectives.

- Integrate into HGET module relevant DOE directives and Hanford Site specific safety training changes into HGET module within 60 days of identification of these activities.

- Provide for worker involvement, including worker-trainers, where appropriate.
• Coordinate with the OHCs to establish training priorities and develop standardized training programs where applicable, in addition to the standardized training.

• Ensure changes to the required standardized training and common safety process in Table C-1 are approved by DOE and are communicated in a timely manner to maintain a current listing.


C.4.5.1.3 Training Other than Standardized

The Contractor shall:

• Execute the necessary quality controls (QC) and oversight to ensure that customer requirements are fully incorporated (e.g., DOE O 426.2A, Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities; OSHA; American National Standards Institute [ANSI]; 10 CFR 850, Chronic Beryllium Disease Prevention Program; and 10 CFR 851).

• Provide a cost-effective program for non-facility specific training that meets regulatory requirements and promotes QA, ISMS, and VPP principles.

• Benchmark Hanford Sitewide standardized performance-based safety training curriculum and submit to DOE. If not provided by the private sector, the costs shall be benchmarked with comparable federal training institutions to demonstrate cost-effectiveness.

• Provide support to the Hanford Site in acquiring technically competent and cost-effective training services for special needs and peak load periods, through the brokered use of internal and external resources.

• Prepare an Annual Training Needs Forecast and Plan that meets Hanford Site needs; submit to DOE as part of the Program Review, and report progress and performance against the Plan quarterly.

• Conduct a top-to-bottom review of the Hanford training programs, including an assessment of the program quality, potential improvements, and possible efficiencies, and submit analysis to DOE. As part of this review, the Contractor shall work with the OHCs to identify additional training that should be standardized, and develop identified training into a deliverable course.

C.4.5.1.4 Learning Management System, Courseware Content Management System, and Training Support Tools

The Contractor shall:

• Develop course material, training products, and training plans necessary to accomplish the HAMMER training. The Courseware Content Management System (CMS) and Learning Management System (LMS) shall be leveraged to their fullest capabilities.

• Provide administration of the HAMMER Courseware Management System, and provide system troubleshooting assistance to users, generate reports and supply to end-users, assistance to field developers, assistance in publication of new or revised courses, and maintenance of web-based training database.

• Manage and maintain integrated training information systems (e.g., Learning Management System, Courseware Management System, LMS, CMS, Hanford Site Worker Eligibility Tool, and Hanford Integrated Training System).
• Provide for the use of radioactive source materials and ionizing radiation producing machines as training devices for specific specialized classes.

• Coordinate with OHCs and DOE to assess upcoming training needs and incorporate these needs into baseline planning activities.

• Coordinate with other training providers within the DOE complex to identify specialized training to supplement HAMMER provided training.

C.4.5.1.5 HAMMER Management Assurance

The Contractor shall:

• Provide a full range of business, management, and quality functions.

• Develop and implement a system that provides for continuous assessment, evaluation, and improvement of HAMMER activities consistent with contract requirements. The system shall include processes, procedures, and performance measures used by the Contractor to:

  • Measure and improve performance;

  • Ensure that mission objectives and contract requirements are met;

  • Ensure that workers, the public, and the environment are protected;

  • Ensure that operations, facilities, and business systems are efficiently and effectively protected and maintained; and

  • Identify and correct deficiencies.

C.4.5.1.6 Training Records

The Contractor shall:

• Maintain and manage training records (HAMMER and other Hanford Site training records), provide a training records system for entry, retrieval, and safeguarding of training records.

• Maintain record copy training program files consistent with the Sitewide Site-wide records retention requirements and policies, to include needs analyses, course design and development documents, lesson plans, student handouts, and exams.

• Ensure training policies, plans, procedures, and program descriptions are integrated, implemented, and maintained, consistent with regulations and directives.

C.4.5.1.7 Performance Measures

The Contractor shall:

• Develop a set of performance measures and associated metrics that provides a timely and accurate assessment of HAMMER training and operations.

• Provide to DOE, on a quarterly basis, DOE statistical information on student numbers and facility usage on a quarterly basis.

• Track the number of student-days of training provided against the previous five (5) years, including Hanford training and offsite customers, and report as part of the Program Review.
• Develop and submit to DOE a three (3) year rolling HAMMER Strategic Plan that addresses HAMMER strategic goals, critical assumptions, and guiding principles. The plan shall focus on the Hanford scope.

• Conduct a routine Program Review addressing work scope, budget, program status, facility usage, student numbers, and management challenges and issues.

• Track and report non-Hanford revenues. Under the DOE Strategic Partnerships Program, HAMMER may rent the facility and props to other non-DOE federal agencies, state and local governments, tribes, industry, and not-for-profit organizations on a full cost recovery basis, or as directed by DOE. Reimbursements are shown as revenue (credit) against the HAMMER base program.

• Submit on a routine basis, a schedule of upcoming activities and training to the DOE.

**C.4.5.1.8 Training Evaluation Program**

The Contractor shall:

• Oversee and evaluate training products to identify and act on improvement opportunities to ensure optimum training effectiveness.

• Utilize student and instructor evaluations and information received to incorporate lessons learned and work with instructors, who provide training to the Hanford Site, to improve identified deficiencies.

• Evaluate the effectiveness of training in achieving the transfer of knowledge and skills to the target audience. The training evaluation program shall include, at a minimum:
  
  – Conducting training and process evaluations;
  
  – Providing periodic statistical evaluation reports as part of their self-assessment program; and
  
  – Utilizing evaluation results to continuously improve course content.

**C.4.5.1.9 HAMMER Facility Management and Operations**

The Contractor shall provide cost-efficient and effective management, maintenance and oversight of facilities, Site safety, and logistical support required to support operations at the HAMMER. This work shall be conducted in accordance with applicable requirements and approved processes and procedures.

**C.4.5.1.10 HAMMER Site Operations**

The Contractor shall:

• Manage and maintain HAMMER facilities in a safe, secure, efficient, and fully operational condition.

• Ensure requirements to include environmental and operational permits are fully implemented and documentation is maintained. This shall be accomplished by assessing facilities and infrastructure as to their operating condition and identifying maintenance requirements.

**C.4.5.1.11 HAMMER Site Development Plan**

The Contractor shall develop and maintain a Site Development Plan for the HAMMER campus. The plan shall include, but is not limited to:

• Facility renovations;

• Maintenance;
• New construction; and
• Description of related resources requirements and needs.

The plan shall address, at a minimum, equipment and systems throughout HAMMER, such as:

• Fire detection and suppression systems;
• Utility systems;
• Heating, ventilation, and cooling systems;
• Water distribution systems;
• Liquid petroleum gas system; and
• IT infrastructure.

**C.4.5.1.12 HAMMER Facilities and Equipment Maintenance**

The Contractor shall:

• Manage the HAMMER maintenance activities, including equipment and facilities.
• Ensure equipment is maintained in accordance with operational manuals or accepted standards.
• Plan, coordinate, and schedule HAMMER classrooms, props, and equipment for courses, exercise, and events.
• Provide for operation of the HAMMER facilities, including engineering, prop and classroom setup, prop operations, training support, occurrence notification and reporting, material and equipment procurement, inventory control, customer requirements coordination, emergency operations and security support.
• Implement and maintain a plan for a comprehensive maintenance operation that addresses preventive, corrective, and predictive maintenance actions for HAMMER facilities and infrastructure.
• Ensure specialized training facilities, training aids, and equipment are maintained.
• Maintain a system that identifies the current operating state of facilities and infrastructure. The system should also project the end-of-life cycle for elements and components of facility and infrastructure systems.
• Develop and maintain a HAMMER Facility Master Plan with prioritized needs and proposed improvements necessary to address life cycle and proposed facility upgrades. The Plan shall:
  – Discuss the continued evolution of the HAMMER physical facilities and prop upgrades;
  – Take into consideration the Hanford Site workforce forecast, and training forecasts for Hanford Site training and offsite training (i.e., excess capacity); and
  – Be integrated with the Site Development Plan based on the HAMMER Strategic Plan.

**C.4.5.1.13 HAMMER Risk Assessment Program**

The Contractor shall:

• Maintain a documented risk assessment program for HAMMER training operations with an emphasis on high-risk activities.
• Utilize a graded approach to conduct risk assessments of training, qualification, evaluation activities, and shall integrate with OHCs. The Contractor is responsible for determining risk levels, identifying potential hazards, and recommending controls to be implemented.

• Ensure training operations, with emphasis on training activities conducted at HAMMER, meet the highest standards of safety performance.

C.4.5.1.14 HAMMER Strategic Partnerships Projects
The Contractor shall:

• Provide specialized training support services for other federal agencies aligned with the expectations in current DOE directives relating to Strategic Partnership Projects (SPP), formerly known as Work for Others ([WFO] [Non-DOE Funded Work]), and on a full cost recovery.

• Maintain ongoing commitments to the following customers consistent with fiscal year funding: DOT, National Guard, and Department of State.

C.4.5.1.15 HAMMER Excess Capacity
The Contractor shall:

• Provide specialized training support services and excess capacity for non-Hanford training, but within the DOE enterprise, on a full cost recovery basis.

• Maintain ongoing commitments within the following customers consistent with fiscal year funding: DOE Office of Electricity Delivery and Energy Reliability, and PNNL consistent with fiscal year funding.

Boundaries, Constraints, and Interfaces
Boundaries and Constraints:

• Props and rooms constructed/funded by a specific customer shall be utilized according to the terms of agreement with that customer (for example, the classrooms constructed for and funded by the U.S. Department of State shall be provided to the U.S. Department of State as first priority).

• The HAMMER facility (not including the PTA) shall be maintained as a public access (unbadged) area. Controls shall be in place for guest registration, but a security badge is not required. Foreign visitors shall be allowed access to the facility, and appropriate documentation shall be maintained on these visits.

• Radioactive source materials and ionizing radiation-producing machines used as training devices for specific customer-sponsored classes are provided by an inter-contractor MOA with the customer contractor.

• DOE and its contractors shall be given priority access to training facilities, with excess capacity available to use by non-Hanford, offsite customers.

• Some required training (e.g., Asbestos Supervisor and Worker Training), shall be delivered using State of Washington approved curriculum, with Hanford instructors certified by the state.

Boundaries, Constraints, and Interfaces
Boundaries and Constraints: None.
Interfaces: Local, state, regional governments; the Yakama Nation, Confederated Tribes of the Umatilla Indian Reservation, Nez Perce, Colville, and Wanapum Band (hereafter referred to as Tribal Nations); military, and federal emergency response agencies; DOE offices (DOE-HQ, National Nuclear Security Administration NNSA, PNNL); Hanford and national union leadership; and local community leadership (including the Tri-City Industrial Development Council) for continued training support.

### C.4.6 Information Technology and Management

#### C.4.6.1 Information Technology Core Services

##### C.4.6.1.1 Strategic Planning, Governance, Enterprise Architecture, and Program Management

**Background**

The primary goal of this scope of work is to enable the successful execution of the Hanford mission and associated activities by providing effective, efficient, secure, redundant, and innovative information management and technology solutions (i.e., IT) to keep IT current and bring it into the future, maintenance of Hanford Site technical data in support of regulatory decision making, and post-cleanup S&M.

**Key Customers**

- **DOE**
- **OHCs**

The desired outcome is to support DOE in implementing laws, regulations, and polices, and to facilitate evolving information technology (IT) practices. Below are examples of work that shall be performed under this task (this list should be considered examples and is not all-inclusive):

- Developing a charter to establish an IT Governance Board;
- IT Governance Process Development and Management;
- Capital Planning Investment Control (CPIC) Support;
- Independent Verification and Validation;
- Agency IT Architecture Support;
- IT Portfolio Analysis;
- Risk Management;
- Program Analyses and Implementation (including Business Cases Analysis, Cost/Benefit Analysis and Cost Effectiveness Analyses);
- IT Organizational Development;
- Program Management Office Support;
- Advisory and Assistance Services;
- Federal Enterprise Architecture Alignment Support Services; and
- Market Research.
Key Customers

- DOE
- OHCs

General Scope and Requirements Outcome

The Contractor shall develop a charter to establish an IT Governance Advisory Board (Board) composed of key Contractor and federal senior IT managers and stakeholders, subject to approval by the CO. The Governance Advisory Board will provide policy guidance, advice, and assistance in the definition, design, and implementation for the IT Program. In addition, it serves as the core group, providing advocacy for IT services and infrastructure business and technology across the Hanford Site.

The governance function shall work to foster full integration between the Hanford Enterprise Architecture and Capital Planning and Investment Control processes, including strategic planning, investment management, and portfolio management. The Governance entity serves as the focal point for the development and coordination of Hanford Site-wide policy and guidance, including standards and best practices for IT services and infrastructure. This team is responsible for establishing common terminology definitions and frameworks, including policies, standards, processes, and procedures. Unless otherwise noted or directed, it should be assumed that IT deliverables from the Contractor (such as architectures, plans, and programs)—should be mature and actionable packages that are subject to review by the Governance Advisory Board and final approval by DOE the CO.

The objective of this area is to support the CO in implementing laws, regulations, and polices, and to facilitate evolving IT practices. Below are examples of work to be performed under this task (this list should be considered examples and is not all-inclusive):

- IT Governance Process Development and Management;
- Capital Planning and Investment Control Support;
- Independent Verification and Validation;
- Agency IT Architecture Support;
- IT Portfolio Analysis;
- Risk Management;
- Program Analyses and Implementation (including Business Cases Analysis, Cost/Benefit Analysis and Cost Effectiveness Analyses);
- IT Organizational Development;
- Program Management Office Support;
- Advisory and Assistance Services;
- Federal Enterprise Architecture Alignment Support Services; and
- Market Research.

Boundaries, Constraints, and Interfaces: None.
C.4.6.1.2 Information Technology Capital Planning

Background

Capital Planning Investment Control (CPIC) is an IT management process to ensure IT resources are used effectively and efficiently. The process aligns IT plans with DOE’s strategic vision and mission requirements to ensure managers have accurate and meaningful information for IT decision making. This includes proposed IT investments’ overall value to the organization, the return on the investment, including the measures of performance, technology business management, and the utilization of risk management plans.

Key Customers

- DOE
- OHCs

The desired outcome of the CPIC process is to have effectively managed IT programs and projects.

Key Customers

- DOE
- OHCs

General Scope and Requirements

Outcome

Capital Planning support personnel shall have a good working knowledge of Office of Management and Budget (OMB) requirements and best practices for IT Investment Reporting, Application Portfolio Management, Governance (specifying the decision rights and accountability framework to encourage desirable behavior in the use of IT), and Project Management.

Detailed Scope and Requirements:

The Contractor shall perform the following tasks associated with IT Capital Planning:

- Support the management of information, IT assets and IT investments, including OMB CPIC major Exhibit 300-investments and non-major Exhibit 53 reports. These reports are required monthly, annually, and/or during OMB Passback, and this task involves analyzing, collating, and reporting detailed information on the utilization of IT resources (e.g., applications, hardware, software, and labor).

- Coordinate with DOE to facilitate the timely and accurate submission of applicable CPIC Exhibits for IT investments in OMB A-11 for Exhibit 300 and Exhibit 53 monthly and annual reports and data calls.

- Provide analysis and reporting of cost and risk reduction activities (including creating and maintaining guidance) to improve investment performance for the Hanford Site’s Exhibit 300/53 investments and IT project management activities.

- Facilitate for investment owners, the measurement of investment performance by providing annual and periodic guidance, which adheres to OMB, DOE, and EM requirements and best practices.

- Coordinate with DOE to facilitate the timely (by the 15th of each month) and accurate submission of monthly IT Dashboard submissions for the major investments.

- Provide routine updates to DOE to support the EM Application Registry.
• Provide IT portfolio management support by evaluating and monitoring the portfolio on a continuous basis (and by developing a portfolio management process to support IT Governance and producing portfolio reports).

• Support ad hoc portfolio requests in the electronic Capital Planning Investment Control (eCPIC) system for portfolio analysis.

• Support the gathering and reporting for data calls in a timely and accurate manner, (within the due date specified by the requesting organization).

• Understand DOE’s and EM’s IT governance processes in order to facilitate the use of IT governance and its integration with the CPIC process.

• Maintain IT governance documents.

• Provide support for meetings, including providing support for presentations, information gathering, and meeting minutes.

• Support reporting requests in a timely and accurate manner.

• Support the Application Portfolio Management process by evaluating the portfolio to increase its efficiency and effectiveness to support stakeholder needs.

• Maintain/create guidance documents for CPIC processes (including for cost and risk reduction).

• Provide a weekly report of accomplishments, activities, issues, and recommendations.

• Support TechStat or PortfolioStat audits as they occur.

• Identify and align existing and new IT investments (systems and software) to CPIC exhibits.

**Boundaries, Constraints, and Interfaces:** None.

**C.4.6.1.3 Information Technology Strategic Planning and Architecture**

**Background**

IT Strategic Planning and Architecture provides a mechanism and a methodology that explains how Strategic Planning, Cyber Security, Records Management, Operations, Acquisitions, Capital Planning, and other related IT and general management processes work together to meet the enterprise’s mission and objectives.

**Key Customers**

• DOE

• OHCs

The desired outcome of the strategic and architecture scope will provide a common framework for understanding the integration of information management programs and business processes to manage the evolution of information management.
Key Customers

- DOE
- OHCs

General Scope and Requirements

The Contractor shall provide insight into the utilization of IT resources based on business, mission and technology requirements as well as the transition plans that outline the path to move from the current environment to a future state. IT Strategic Planning and Architecture support personnel shall have a good working knowledge of OMB requirements and best practices for Governance and Enterprise Architecture.

Detailed Scope and Requirements

The Contractor shall perform the following tasks associated with IT Strategic Planning and Architecture:

- Develop an Enterprise Architecture management program plan that integrates and aligns requirements between the Hanford Site and DOE’s (including Field Office and HQ Headquarters) IT management processes (such as cyber, records management, operations, enterprise architecture, and capital planning).
- Establish and maintain the Hanford Site's Enterprise Architecture and associated repositories to document enterprise architecture requirements.
- Create, document, and maintain a Hanford Site target architecture. The target architecture will capture DOE’s future states for areas such as strategy, business, data, application, and technology. The target architecture will also include consideration for the shrinking footprint of the mission and consolidation or reduction of the IT footprint on Site.
- Provide support for DOE’s IT Governance activities by creating, analyzing, and maintaining enterprise governance documentation, preparing reports summarizing IT projects performance metrics and information, socializing governance practices, and supporting governance meetings.
- Develop presentation information for field Site collaboration initiatives/meetings in a timely, accurate, and useful manner.
- Support the development/maintenance of the Hanford Site IT Strategic Planning process.
- Support the development, socialization, and implementation of the Hanford Site’s IT Strategic Plan.
- Analyze and support system integration and interoperability initiatives by developing transition plans.
- Model system integration and interoperability transition plans in the Enterprise Architecture Repository.
- Provide analysis and support for Enterprise Architecture Cloud Computing initiatives.
- Provide analysis and support for Enterprise Architecture Identity, Credential, and Access Management and HSPD-12 initiatives.
- Support the gathering and reporting of Enterprise Architecture/Strategic Planning data calls from OMB, EM, or Office of the Chief Information Officer (OCIO) in a timely and accurate manner, (within the due date specified by the requesting organization) and accurate manner.
• Support ad hoc reporting requests.

• Provide a report of accomplishments, activities, issues, and recommendations monthly, or as requested directed by DOE the CO.

• Develop the methodology to create a Comprehensive Data Management Plan and deliver the Plan to DOE for approval comprehensive data management plan.

• Conduct a robust Business Impact Analysis (BIA) in order to assess and prioritize business functions and processes (not restricted to Information Management), identify potential disruptions, legal and regulatory requirements, estimate maximum allowable downtime and acceptable losses, and estimate recovery time objectives to give managers strategic business insight that can inform decisions about each major programs assessed through the BIA.

• Develop a COOP and/or Disaster Recovery Plan based on the BIA.

  Be responsible for developing, testing, and reviewing disaster recovery and COOP. The Plan shall be tested annually, and a report.

  For the purposes of the annual test of the COOP shall be submitted to DOE annually.

• Develop transparency, develop and electronically publish, publicly consumable IT program performance metrics comparable to the externally accessible performance metrics available from other agencies (development of metrics is subject to review and concurrence approval by DOE) for the purposes of transparency available from other agencies.

4.6.1.3.1 Site Standards

The Contractor shall establish, maintain, and publish Sitewide IT standards and policies, subject to the Governance Advisory Board and CO approval, for areas including, but not limited to:

• Hardware;
• Software systems;
• Software development;
• Records; and
• Cyber security.

Boundaries, Constraints, and Interfaces: None.

C.4.6.1.4 Business Management Systems

Background

The desired outcome of the Business Management System (BMS) is a collection of various enterprise IT investments that provide core business functions such as Enterprise Resource Planning, Business Intelligence, and other related functions. BMS is one of the DOE’s Agency’s Exhibit 300: Business Case for a Major Investment documents, with routine reporting through the CPIC process. The Contractor is responsible for providing the BMS platform, functions and services to the OHCs. Additionally, the Contractor shall utilize the BMS, as appropriate.

Key Customers

• DOE
• OHCs
Key Customers

- DOE
- OHCs

General Scope and Requirements

Outcome

The Contractor is responsible for providing the BMS functions and services to the OHCs.

C.4.6.1.5 Website Support Services

The Contractor shall:

- Provide the BMS platform, functions, and services to OHCs. Additionally, the Contractor shall utilize the BMS as appropriate.
- Coordinate Hanford Site intranet and internet support, to provide website configuration control, use metrics, and hosting standards.
- Develop a plan to migrate one or more aspects of the external web presence (hanford.gov) to the energy.gov Drupal framework. Upon DOE approval, implement the Migration Plan.

C.4.6.1.6 Geospatial Information Systems

Background

Geospatial information provides the necessary information to carry out compliance and cleanup activities and establishes a long-term Site-wide historical record of the Hanford Site, describing how the Site looked before and after cleanup.

Key Customers

- DOE
- OHCs
- Natural Resource Trustee Council (NRTC)
- Tribal Nations

General Scope and Outcome

The Contractor shall act as a central geospatial clearinghouse to coordinate, capture, manage and share geospatial information for the DOE and OHCs.

The desired outcome of Geospatial Information System Management is to increase efficiency by integrating the Geographic Information System (GIS) with land planning, cleanup, environmental data management, and post-cleanup S&M business functions.

Detailed Key Customers

- DOE
- OHCs
- Natural Resource Trustee Council (NRTC)
- Tribal Nations
- Public

Scope and Requirements
The Contractor shall develop and implement a comprehensive Hanford Geospatial Information Program Plan that defines a five (5) year plan for maintenance and improvements to the existing GIS. The plan will describe the data, tools, software, business processes, personnel, and projected funding requirements needed to support the Hanford Site missions.

The Contractor shall:

- Act as a central geospatial clearinghouse to coordinate, capture, manage and share geospatial information for the DOE and OHCs.
- Develop and maintain a five (5) year GIS Program Plan program plan and budget, and update updated annually.
- Collaborate with environmental restoration contractors and other stakeholders to develop the Stewardship Information Portal as an enterprise system that provides access to information about the history, cleanup, and as-left condition of the land to support post-cleanup S&M, ongoing regulatory permitting and compliance activities, and delisting of the Hanford Site from the National Priorities List.
- Provide integration, coordination, and acquisition support for high-resolution aerial imagery.
- Provide, at least biennially, one set of 12-inch and 3-inch resolution aerial imagery and light detection and ranging for the site.
- Coordinate with OHCs to ensure their geospatial data/information is available in an agreed upon format and address geospatial concerns.
- Make Hanford Site geospatial information available to DOE, OHCs, and the public.
- Support the integration of the data systems with the Stewardship Information Portal.
- Maintain the Section J Attachments entitled, Hanford Structure Responsibility Assignment Matrix Site Structures List and the Hanford Waste Site Responsibility Assignment Matrix List, serving as Administrator of the data and responsible for Site-wide Site-wide reporting. The Contractor shall be responsible for managing the list in coordination with the OHCs. Proposed changes in assignment of facilities shall be approved ratified by DOE.

Boundaries, Constraints, and Interfaces

Boundaries and Constraints: None.

Interfaces: Federal and state Governments, Tribal Nations, local agencies or officials, MAPRs and the public.

C.4.6.1.7 Software Engineering and Development

Background

The strategic direction is to push the Hanford Site toward using more open source or commercially available software; however, software development projects may arise from time to time.

Key Customers

- DOE
- OHCs
The outcome for software engineering and development scope is to ensure any custom development needs result in secure, high-quality software.

**General Key Customers**
- DOE
- OHCs

**Scope and Requirements Outcome**

The Contractor shall:

- Establish a Software Development Life Cycle (SDLC) program, subject to approval by the CO that represents contemporary industry standards, such as requirements tracking, agile development methodologies, automated testing, continuous deployment and integration. The SDLC should tie into the overall governance and investment program and include estimated full life cycle costs, to include periodic security updates and end-of-life activities.

- Develop specialized software to meet the Hanford Site mission needs as requested by DOE, in accordance with the established governance processes.

- Release Government-funded software as open-source.

**Boundaries, Constraints, and Interfaces:** None.

**C.4.6.2 Cyber Security**

**Background**
Unclassified computing at the Hanford Site is primarily conducted on a mixture of General Support Systems such as the HLAN, and Industrial Control Systems (ICS)/SCADA systems under the Hanford Accreditation Boundary. The HLAN is the central electronic communications network that provides computing infrastructure to DOE and the majority of their respective prime Contractors and their subcontractors. The current Contractor’s classified information systems are comprised of two (2) National Security Systems (NSS). There are approximately 52-trained users on the classified systems.

**Key Customers**
- DOE
- OHCs

**General Scope and Outcome**

The Contractor shall provide a centralized Cyber Security Program, integrated with the other sections of the Contract (e.g., Sections C, H, J), for the Hanford Site. The Cyber Security Program scope includes, but is not limited to, Classified Cyber Security, Unclassified Cyber Security, and Telecommunications Security.

The desired outcome is a cyber security system at the Hanford Site that ensures no degradations of performance and no disruptions or compromises, including impacts to users, by ensuring the confidentiality, integrity, and availability of cyber security components and information.

**Key Customers**
The Contractor shall:

The Cyber Security Program scope includes, but is not limited to, Classified Cyber Security, Unclassified Cyber Security, and Telecommunications Security.

The Contractor shall:

- Provide a centralized Cyber Security Program, integrated with the other sections of this Contract (e.g., Sections C, H, J), for the Hanford Site.
- Develop, document, and implement a risk-based cyber security program that meets FISMA requirements, supports DOE’s cyber security program and provides the necessary assurances to the Office of the CIO that the program is compliant with federal and DOE requirements.
- Collaborate with OHCs to ensure compliance with DOE requirements are maintained and implemented consistent with the overall Cyber Security Program.
- Notify DOE Cyber Security Officials within 15 minutes of discovery of violations of the acceptable use policy on government owned systems. This includes providing a detailed, unredacted, and current accounting of the incident or violation(s) to DOE Cyber Security Officials upon request.
- Collaborate and exchange information with the counterintelligence office as well as the iJC3 to facilitate a cooperative risk picture, including but not limited to cyber events and supply chain threats.

C.4.6.2.1 Classified Cyber Security

The Contractor shall:

- Appoint a classified Information Systems Security Manager (ISSM) and subordinate Classified Information Systems Security Officer (ISSO) to conduct the classified cyber security program for the Hanford Site.
- Identify computers used by the OHCs, and their subcontractors, that process classified information and implement a Hanford Sitewide program, including administrative procedures and hardware/software security measures, to ensure that classified computers used to process classified information can protect that information against loss, improper use, compromise, or unauthorized alteration or modification, of classified information as required by DOE directives.
- Ensure that computers used for classified processing are properly certified and accredited, in accordance with DOE directives and DOE Supplemental direction.
- Implement hardware operational changes within six (6) months or earlier of formal DOE classified hardware specifications changes.
- Maintain approved Classified Information Systems Security Plans (SSP) for each classified information system with record copies held by classified ISSOs.
- Implement a classified computer security training program and ensure that training is completed for users of classified computer systems.
• Coordinate with the DOE Authorizing Official’s Designated Representative as required to facilitate classified computer systems security issues and incident reporting.

• Ensure that not more than one (1) percent (1%) of detected cyber security incidents are caused by improperly configured access controls or physical security failures.

• Provide DOE with a monthly Cyber Incident Report that includes both classified and unclassified security incidents, within 14 calendar days of the end of each month.

• Provide DOE with a National Security System (NSS) quarterly status report within 15 days after the end of the quarter. The report shall be submitted using email to the NSS Program Manager.

C.4.6.2.2 Unclassified Cyber Security
The Contractor shall:

• Appoint an unclassified ISSM and subordinate unclassified ISSOs to conduct the unclassified cyber security program for the Hanford Site.

• Implement a centralized Hanford unclassified computer security program establishing the Hanford policies and practices for Government-owned unclassified cyber resources. This Program is subject to review by the Governance Advisory Board and approval by the CO. Program elements will be documented in a Hanford Information SSP.

• Have formal procedures addressing each control family.

• Ensure that, at any given point in time, at least 99 percent (99%) of the computer system security configuration settings are set to authorized values. (e.g., control CM-6 in National Institute of Standards and Technology [NIST] Special Publication [SP] 800-53, Security and Privacy Controls for Federal Information Systems and Organizations).

• Maintain current risk assessment documentation associated with every system used by the Contractor. The Hanford SSP, risk assessment documentation, and NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems, self-assessments will be entered into the Risk Assessment Management System, a secure internet application maintained by EM.

• Provide DOE a National Institute NIST SP 800-26, Security Self-Assessment Guide for Standards and Information Technology Special Publication 800-26 Systems, self-assessment on an annual basis.

• Provide DOE a Report of the Annual Test of the COOP.

• Provide a certification package as defined in DOE directives and NIST requirements at least every three (3) years or as required due to change in conditions.

C.4.6.2.3 Telecommunications
The Contractor shall integrate:

Integrate the Communications Security (COMSEC), Protected Distribution System, and TEMPEST/Transmission Security programs of Telecommunications Security for OHCs, and shall generate or approve policies and procedures implementing these programs for the Hanford Site based on provisions of applicable DOE requirements, including—in general the following Contractor shall:
• NominateAppoint a COMSEC control officer, COMSEC custodian and alternates, TEMPEST/Transmission Security coordinator, and operate the Secure Communications Center in accordance with Contractor-approved standard operating procedures.

• OverseeAt a minimum, oversee the use of cryptographic equipment; ensure adequate protection of keying material; maintain appropriate accountability of COMSEC material; and install and operate appropriate communications hardware/software to provide protection to Hanford Site cyber systems.

• Conduct a Transmitter Review (for transmitting devices near classified information systems) on an annual basis.

Boundaries, Constraints, and Interfaces

Boundaries and Constraints:

Systems used by several DOE Hanford contractors and PNNL are operated independently of the HLAN, but maintain connections to the HLAN. The Contractor shall treat independent area networks (e.g., PNNL, WTP) as “untrusted” entities for purposes of firewall configuration.

Interfaces: None.

C.4.6.3 Information Technology Infrastructure

The outcome of IT infrastructure is a robust, secure, and well managed set of integrated IT and telecommunications systems and services.

Key Customers

• DOE
• OHCs

Scope and Requirements

Background

The Contractor shall provide reliable and secure computing, telecommunications, and network services for the Hanford Site. The Contractor’s systems shall be compatible with the systems utilized by DOE. As outlined in the Strategic Planning sections, the Contractor shall develop and continue to support the development and implementation of a comprehensive future vision/end-state for communication and IT infrastructure optimization and consolidation plan(s) consistent with mission activities on the Site.

Key Customers

• DOE
• OHCs

General Scope and Outcome

The Contractor shall operate the Hanford Site networks and provide design authority (DA) and configuration control for the network environments, as well as project management, evaluation, design, system integration, consulting, implementation, and support to the core services.

C.4.6.3.1 Network Administration

The Contractor shall:
• Provide network administration services, including systems engineering support for production, test, and development of distributed system environments, as well as maintenance and administrative support for distributed platform operating systems, supporting subsystems, and commercial off-the-shelf infrastructure support software utilities. Network administration provides systems management functions, including management of the availability, capacity, and configuration of distributed computing resources and support and maintain existing shared and dedicated file server resources, to include specification of systems required to meet customer application customer requirements.

• Perform activities required to support the daily operations of the data centers, copper, fiber, and wireless networks, technical systems support, resource management, files server data backup, and recovery processes.

C.4.6.3.2 Engineering and Configuration
The Contractor shall provide test, evaluation, and configuration services for infrastructure, new technology, and desktop hardware and software components, including standard and non-standard hardware and software.

C.4.6.3.3 Network Operations Center
The Hanford Network Operations & Security Center (NOC) serves as the focal point for managing network and server problems detected by automated tools or reported by customers. The NOC monitors distributed and centralized production platforms and site applications. The NOC is the point-of-contact for notification of inbound and outbound service interruption.

The Contractor shall provide the following NOC services:

• Network and systems monitoring; Systems Monitoring.
• Site-wide support; Site-wide Support.
• After-hours customer support; Customer Support.
• Tier 1 cyber event monitoring, notification, and escalation.
• Technical support personnel to track problem events, provide level-one troubleshooting for network alerts, and escalate situations to appropriate parties, as necessary.
• Monitoring of platforms for availability on the network, as well as the functionality of critical site-wide application services, to include monitoring of workload and event management functions of Hanford Site applications; and.
• Problem event notification and service coordination as required for radio, pager, radio fire alarm reporter, Emergency 9-1-1 Service for Hanford Patrol, audio/visual teleconference facilities, and the EOC/EOC Shift Office.

The NOC may be called upon to provide after-hours end-user help desk functions. The help desk functions shall include:

• User network logon assistance, to include password resets, assistance with remote access, and other issues pertaining to gaining access to network resources.
• User problem logging and ticket generation;
• Service request logging and ticket generation; and,
• Appropriate escalation of user problems.

C.4.6.3.4 Network Management and Maintenance

The Contractor shall:

• Provide project planning, management, and implementation services for IT infrastructure investment projects. Selection of investment projects shall be based on knowledge of the IT infrastructure, requirements of the Hanford user community, and the Contractor’s ability to meet customer performance commitments, subject to review by the Governance Advisory Board and concurrence approval by DOE the CO.

• Provide network engineering, analysis, planning, consulting, integration, and support to ensure maximum availability of network infrastructure and resources, including on-call network engineering support during off hours.

The Contractor shall perform the following services:

• System Design Authority (DA) design authority for administering standards support and jurisdictional controls;
• Engineering support for existing network infrastructure system changes required to ensure optimum performance;
• Quality acceptance and Quality Control (QC) inspection of existing configurations;
• Systems integration;
• Configuration management (CM) management and planning;
• Network configuration control and documentation;
• Network architecture and design;
• Internet protocol name/address mapping and supporting systems;
• Management of network facilities, including heating, ventilation, cooling, and power;
• Administration and technical support for network systems, including the internet connection, bridges, routers, concentrators, switches, and gateways;
• Evaluating monthly and reporting quarterly on the service levels provided to its customers; and
• Providing maintenance for the network infrastructure, which includes Hanford Site transmission systems, inside-building cabling systems, bridges, routers, gateways, concentrators, file servers, and switches; and,
• Providing for the capability to monitor network services for faults and service interruptions of the backbone switches and devices directly connected to the switches.
C.4.6.3.5 Industrial Control Systems/Supervisory Control and Data Acquisition

Infrastructure Systems brought to the Contract by the Contractor brings to the Hanford Site shall be compatible with the systems utilized by DOE.

For Industrial Control System (ICS)/Supervisory Control and Data Acquisition (SCADA) systems the Contractor shall:

- Comprehensively identify its ICS/SCADA and feed this information into the BIA process conducted by DOE or DOE integration agents.
- Extend and integrate IT practices, programs, procedures, and requirements (engineering, configuration management, governance, architecture, and cyber security) to its ICS/SCADA. Specialized cyber engineering services are available through Section J Attachment entitled, Hanford Site Services and Interface Requirements Matrix.

Boundaries, Constraints, and Interfaces: None.

C.4.6.4 End-User Computing Services

Background

End-user Computing Services are the information management and technology services focused most directly on the interaction with the end-user. This term refers to the technologies used to deploy, manage, and secure the devices, applications, and data that workers require to perform their jobs.

Key Customers

- DOE
- OHCs

General Scope and Outcome

End-user Computing Services are the services and activities required to provide and support the Site’s desktop, mobile computing, and collaboration infrastructure. The desired outcome is a well-managed end-user computing environment comparable to modern and efficient commercial organizations.

Key Customers

- DOE
- OHCs

Detailed Scope and Requirements

The Contractor shall provide and support the Hanford Site standard approved end-user infrastructure environment that includes:

- Desktop computing hardware devices and associated Operating System (OS) software;
- Laptop/notebook/tablet computing hardware devices and associated OS software;
- Thin- or zero-client computing hardware devices;
- Mobile computing hardware devices and associated OS software (e.g., smartphones, personal data assistants PDAs, hand-held devices);
• Business productivity software and client computing applications that are part of the standard approved computing device image(s);

• Locally-attached peripheral devices (exclusive of consumables);

• Video teleconference (VTC) systems;

• Network-attached printers, scanners, multi-functional devices (printer/scanner/fax) and copiers that are attached to the local area network;

• Maintaining the Hanford Site standard for computing hardware, with consideration for the Federal Category Management mandates for IT acquisition, maintain the Hanford Site standard for computing hardware;

• Providing administration for user accounts;

• Providing mobile device management for Government issued devices as well as the Site’s secure Bring-Your-Own-Device program; and

• Providing email administration and support, including wireless email. At a minimum, services shall include adding/modifying/deleting email accounts, updating email directories, and troubleshooting. Email services will include support for encrypted email (currently Entrust), compatible with systems used throughout DOE; and.

• Developing and implementing plans, subject to approval by the Governance Advisory Board and concurrence by DOE, to migrate from on premise to commodity (federal or commercial) hosted services for email, hosted desktop, collaboration, and VTC.

C.4.6.4.1 Software Distribution and License Management

The Contractor shall:

• Provide and manage licenses for software (licensed under DOE), including the support of the software distribution and metering service, and maintenance of a list of current software licenses, license agreements, and vendor information (VI) as record material. Contractor-provided licenses shall be the same type as currently provided, unless otherwise mutually agreed upon (e.g., perpetual, subscription).

• Provide distribution and deployment for additional software applications through user pull technology and system push technology, such as Microsoft Adobe Writer or Microsoft Project.

• Maintain, as a component of the enterprise architecture, lists of current supported software, including network infrastructure and servers.

C.4.6.4.2 Hardware Maintenance

The Contractor shall:

• Provide repair and maintenance services for end-user computing devices and related peripherals, (e.g., monitors, printers).

• Maintain appropriate relationships with standard product vendors, such that labor and materials costs for in-warranty repairs are recovered to the extent practicable.

• Provide materials (parts) for out-of-warranty items on a non-standard basis.
• Maintain, as a component of the enterprise architecture, lists of current supported hardware, including network infrastructure and servers.

C.4.6.4.3 Workstation Acquisition, Redeployment, and Retirement

The Contractor shall:

• Provide the following redeployment, acquisition, and retirement services for computer systems and related equipment:
  – Accept, catalog, store, and redeploy underutilized equipment that meets minimum Hanford Site standards.
  – Accept and retire equipment that does not meet minimum Hanford Site standards. The retirement process includes data removal and excess of equipment through established procedures.

• Provide publicly accessible transparency reports on the disposition of Government assets.

• With consideration for the federal Category Management mandates for IT acquisition, assist users with procurements of desktop computer systems and related equipment, and review procurement requests for compliance with the established standards.

• Provide computer delivery and set-up. Maintain an average install completion time for delivery and setup of a computer within five (5) business days from time of receipt of request, with no installs/setups taking longer than eight (8) business days, except under exigent circumstances. An installation shall be considered complete when it is operational in the user’s location.

This work scope excludes equipment and activities reasonably managed by the end-user. Examples include, but are not limited to, connecting and disconnecting peripherals and phones, and reorganizing the layout of end-user computing equipment within the workspace.

Boundaries, Constraints, and Interfaces: None.

C.4.6.5 Communications

Background

Hanford Site communications services are currently utilized by most of the OHCs. Those that utilize their own switch, utilize the Hanford Site fiber network. The Hanford Site Telephone Exchange activities encompass voice (primarily Voice over Internet Protocol [VoIP]), data, special circuits, 9-1-1 support, and attendant/operator services to Hanford Site programs, projects, and support organizations. The system includes transport (backbone) systems, switching equipment, outside cable plant, inside cable plant, distribution frames, subscriber station equipment, attendant workstations, ancillary equipment, and interfaces to private and public networks. The communications services function also includes emergency and commercial radio and pager services, including spectrum management, which is the process of regulating the use of radio frequencies to promote efficient use and gain a net social benefit. The DOE Spectrum Working Group (SWG) is a group of DOE headquarters and field representatives throughout DOE that manages and collaborates on DOE utilization of spectrum, licensing, and other related activities under the leadership of DOE.

Key Customers

• DOE
• OHCs
General Scope and Outcome

The Contractor shall provide telephone, radio, and pager services for the Hanford Site. The desired outcome is reliable telephone, radio, and pager services that provide best value to the Government.

Key Customers

- DOE
- OHCs

Scope and Requirements

The Contractor shall provide telephone, radio, and pager services for the Hanford Site.

C.4.6.5.1 Emergency & Commercial Radio

The Contractor shall:

- Provide engineering, maintenance and operations of radio communication services, including two-way, fire dispatch, safety and EP, security systems, and infrastructure.
- Manage radio spectrum licensing and design, engineering integration, O&M operations and maintenance, installation, upgrade and required system calibration services, and registration of radio frequencies with the National Telecommunications and Information Administration.
- Coordinate with the Spectrum Working Group,SWG as necessary.
- Provide, or provide for, repairs, replacements, and upgrades of radios and radio equipment.

C.4.6.5.2Pager Services

The Contractor shall provide:

- O&M Provide maintenance, operations and account administration of the Government-owned Hanford Site pager infrastructure and commercial pager services, including Site, regional, and national paging services.
- System Provide system designs, integration, maintenance, frequency management, associated engineering services, and support to manage regional, international, and nonstandard inventory for pager replacement parts.
- Repairs Provide, or provide for, repairs, replacements, and upgrades of pagers and paging equipment.

C.4.6.5.3Telephone

The Contractor shall:

- Provide and maintain telecommunications capability and capacity sufficient to meet the needs of the Hanford Site, encompassing those systems required to maintain data transmissions, including local, state, national, and international subscribers; data and network circuits; off-premise stations; telephone service to onsite offices occupied by Hanford Site end-users; alerting and crash alarm systems; and other miscellaneous voice and data circuits.
- Provide, or otherwise obtain, telecommunications for (additional) off-premise main station lines and trunks.
Ensure that performance of maintenance, operation, construction, installations, equipment moves, or other work that will interrupt or adversely affect a significant portion or essential function of the system is scheduled outside of the Site’s normal working hours. The Contractor shall minimize the duration of such interruptions.

Provide, or provide for, repairs, replacements and upgrades of telephones and telephone equipment.

Provide a fully qualified individual for on-call support outside of normal working hours for dispatch to major trouble areas.

Be responsible for contacts and coordination with the local tariff and non-tariff telephone companies to include service and maintenance activities associated with the Federal Telecommunications System access lines, use of current Network Numbering Exchange codes, and central office trunks.

Develop and implement a plan, subject to approval by the CO, to migrate from on-premise to commodity (federal or commercial) hosted VoIP services.

**Boundaries, Constraints, and Interfaces:** None.

### C.4.6.6 Mission Information Technology

The outcome is for Mission Information Technology to provide the users and customers to have the necessary technology to accomplish the Hanford mission.

**Key Customers**

- DOE
- OHCs

**Scope and Requirements**

#### C.4.6.6.1 Information Systems and Application Hosting Services

The Contractor shall manage and perform steady-state operations, maintenance, development and enhancements for Hanford Site data systems, supporting both project and business functions. This includes database management, infrastructure maintenance, and application hosting services. The Contractor shall provide or manage Application Hosting Services to include:

- Existing shared and dedicated fileservers hosting user applications, including servers supporting application development, test, and production environments, group share areas, and specialized shared web and database servers.

- Platform operating systems-level database administration, consultation, and technical expertise for the development, construction, and maintenance of relational databases required for the functionality of end user applications. Services provided shall consist of technical expertise and sustaining support for the installation, upgrade, backup and recovery, performance tuning, and monitoring of database applications.

- Develop and implement a plan, subject to approval by the CO, to identify and migrate systems containing no Freedom of Information Act (FOIA)--exempt information to publicly accessible hosting at a rate of 25 percent (25%) of the identified systems yearly.
**Development**

- Develop and implement a plan, subject to approval by the CO, to identify and eliminate duplicative and unnecessarily redundant systems, at a rate of 25 percent (25%) of the identified systems yearly.

- Identification of DOE contractual, regulatory, or other inefficiencies.

### C.4.6.6.2 Commodity Information Technology

The following objectives are sought through this acquisition:

- Achieve uniform prices and measurable total cost savings while maintaining or improving current service capability levels;

- Obtain significant reporting and transactional data to enable DOE to better manage spending for IT products and services;

- Ensure regulatory compliance in the acquisition of IT products and services to include; sustainable purchase requirements, and the Trade Agreements Act;

- Align purchasing with existing agency business practices; and

- Improve ordering process for IT commodities.

The overall goal is to allow the Government a fast and effective way to order IT commodities at sharply discounted prices with prompt, cost-effective delivery and effective customer service, while capturing economies of scale, ensuring compliance with applicable regulations, fostering markets for sustainable technologies and environmentally preferable products, and simplifying data collection.

The Contractor shall integrate and manage commodity IT products and services including both Government-furnished equipment (GFE) and allowable/reimbursable purchases made by DOE contractors in accordance with the IT standards and governance process, where approved by the CO, (acquired and provided by the Government as Government Furnished Equipment and Services for the Hanford Site including, but not limited to:

- Email and wireless email;
- Mobile Device Management;
- End-user hardware logistics, management, and maintenance;
- Telephone;
- VTC;
- End-user devices/services (e.g., desktops, thin- or zero-clients, laptops, tablets, phones, printers);
- Desktop (e.g., operating system; Desktop as a Service);
- Internet access;
- Convenience copiers and reprographics;
- Help desk;
- Pagers;
- Radios;
- Device disposition (e.g., sanitizing, shredding, recycling);
- Software development;
- Photo/video/multi-media services; and
- Aerial surveys and photography.
C.4.6.6.3 Help Desk Services

The help desk/user services scope provides customers with technical support services, including desk-side software support, user account administration, and support in timely, friendly, and knowledgeable fashion.

- The contractor shall:
  - Update and administer the network Hanford User Help website;
  - Monitor, provide input to the subcontractor configuration control processes, and monitor customer satisfaction surveys;
  - Document service-affecting events related to the network and the key/critical and key/essential applications will be documented within 10 minutes of discovery on a website accessible to users (remote users inclusive). An update to the recovery status should be posted no less than in 60 minute intervals. The eventual closure of the event will also be documented within 15 minutes of final restoration;
  - Update the recovery status in no less than in 60 minute intervals;
  - Document the eventual closure of the event within 15 minutes of final restoration.

The contractor shall provide:

- Input to the subcontractor and OHC configuration control processes;
- Central help desk support for users of computing and telecommunications services, accessible via phone and web that provides timely resolution and tracking of issues;
- Users with one telephone number to call for support, as well as a web ticketing capability for users to enter support requests; provide diagnosis and resolution for customer desktop problems, including resolution of more complex, technical software problems;
- Continuous end-user field support, including desktop computer support focused on software and network problems;
- Support for non-standard software and specialized projects, such as specialized training or business consulting as defined by Hanford Site customer requirements;
- Users with one telephone number to call for support, as well as a web ticketing capability for users to enter support requests; provide diagnosis and resolution for customer desktop problems, including resolution of more complex, technical software problems;
- Requests that cannot be handled over the phone shall be escalated to the appropriate teams in the field or to appropriate service providers for resolution;
- Desk-side software field support for Hanford Site computing and telecommunications products when the original request cannot be resolved over the telephone. Field support includes installing software, troubleshooting, and restoring files for network users;
- Assessment of customer satisfaction routinely, and include questions regarding the timeliness, accuracy, and quality of service received.
• Support during non-standard hours at a level commensurate with the request volumes anticipated during those times.

**Boundaries, Constraints, and Interfaces:** None.

### C.4.6.7 Records Management

The desired outcomes are proper management of DOE records and prompt disposition of inactive records; ready and accurate access to records while increasing efficiency and productivity of the service, low-cost storage of inactive records that are accessed easily, accurately, and when needed by the customer; and major records collections that are identified, indexed, authenticated, and easily accessible by users.

**Background**

Records Management is a key component of documenting Hanford’s legacy, compliance, cleanup progress, and decisions. It is essential the Contractor maintain and manage records to ensure adequate and proper documentation of work accomplishments and to document DOE stewardship of federal responsibilities and funds. The scope includes developing a strategy for life cycle management of records, including inventory and schedule management, vital records, restoration, preservation for litigation actions, major collection management, and long-term records storage.

**Key Customers**

- DOE
- OHCs

### General Scope and Requirements

The Contractor shall provide:

- **Information inventory and schedule services for records, including those documenting the missions, programs, projects, and administrative functions**. The records inventoried and scheduled include records in media, including electronic systems, databases, spreadsheets, microform, photo, hard copy paper, and other formats/media.

  - The Contractor shall provide imaging services (including scanning and indexing) to facilitate the migration to electronic records. The Contractor shall provide long-term physical storage for hard copy paper and other hard copy media records in accordance with National Archives and Records Administration (NARA) requirements and DOE directives, and maintain information systems to manage that collection.

- **Imaging services (including scanning and indexing)** to facilitate the migration to electronic records;

- **Long-term physical storage for hard copy paper and other hard copy media records** and maintenance of information systems to manage that collection.

The desired outcome is the proper management of DOE records and the prompt disposition of inactive records, ensuring ready and accurate access to records while increasing efficiency and productivity of the service, low-cost storage of inactive records that are accessed easily, accurately, and when needed by the customer, and assurance that major records collections are identified, indexed and authenticated, and easily accessible by users.

### C.4.6.7.1 Hanford Site Administrative Records and Information Repositories

The Contractor shall establish, manage, and maintain integrated Hanford Site Administrative Records (AR) and Public Information Repositories (PIR) that meet applicable requirements of the NEPA.
Tri-Party Agreement (TPA) (e.g., Comprehensive Environmental Response, Compensation, and Liability Act of 1980 [CERCLA], RCRA, and the Administrative Procedure Act of 1946), and other legal and regulatory requirements applicable to Hanford’s environmental remediation and permitting programs.

In collaboration with OHCs, the Contractor shall:

- Establish and maintain procedures for management/administration of the Hanford Site AR.
- Establish and maintain a document review process to screen documents to be included in the Hanford Site AR.
- Index, manage, retrieve, and make available to the public, Hanford Site AR records and data.
- Maintain PIRs.
- Establish and maintain procedures for CUI review and CUI accessibility of AR documents.

C.4.6.7.2 Quality Assurance Records

In addition to the QA records requirements specified in Section H clause entitled, Quality Assurance Requirements for Work Performed by the U.S. Department of Energy Office of Environmental Management, the Contractor shall manage records (regardless of media) generated/received in the performance of the Contract, in accordance with applicable USC, CFR, laws, regulations, DOE directives and local supplemental guidance.

A Records Management Plan shall be developed and submitted to DOE for approval within sixty (60) days of completion of transition the NTP, and updated thereafter when changes occur. Included in the Records Management Plan, the Contractor shall develop and implement a Records Disposition Plan, which shall include processing records to storage (e.g., onsite, Federal Records Center [FRC]) and the destruction process for records and information content.

The Contractor shall:

- Disposition records in accordance with the NARA-approved DOE Records Disposition records.
  - Schedules and applicable federal laws and regulations. Disposition activities include scanning to electronic media (permanent to NARA), transferring of paper records to an FRC, maintaining electronically in an electronic records system such as the Integrated Document Management System (IDMS), and/or destroying once retention has been met and proper approvals obtained.

- Ensure proper DOE Records Disposition Schedule are assigned, boxed, indexed, complete transfer paperwork, and obtain DOE approval prior to sending transfer paperwork and/or shipping inactive temporary records to a FRC and/or permanent records to the National Archives and Records Administration (NARA).

- Complete destruction certificate and submit to DOE for review and appropriate approvals prior to destruction.

- Develop The Contractor shall develop an Image Quality Statistical Sampling Plan that is based on industry standards (see Section J, Attachment entitled, Requirements Sources and Implementing Documents), and submit to DOE for approval within 60 days after NTP.

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Ensure The Contractor shall ensure records generated through the performance of the Contract, which may be identified as a QA record, records under Quality Assurance Requirements for Nuclear Facility Applications (NQA-1 and Section J, Attachment entitled, Contract Deliverables) are:

- Categorized (lifetime/non-permanent); and
- Maintained for traceability to the applicable item, activity or facility.

Maintain The Contractor shall maintain and preserve records for final turnover to DOE, including the historical records collection (regardless of media) for activities performed under the DOE contract and stored onsite, at the Contractors facilities or offices, and at the FRC and records deemed by the Contractor to be proprietary records (regardless of media) including the software associated with the records used by the Contractor in the fulfillment of Contract requirements. The Contractor shall be responsible for receipt of records, schedule verification/validation or scheduling of records, importing into the electronic records system(s), IDMS, storage/preservation, indexing, retrieval, copying, and final turnover to DOE.

C.4.6.7.3 Hanford Radiological Records Program

Background

The desired outcome of the Hanford Radiological Records Program (HRRP) is a records and data management system(s) that provides demonstrated compliance with the records and data retention requirements of key customers, and provides retrievable, technically sound, defensible records and data for determining the adequacy management and preservation of current and former radiation monitoring records for DOE (and predecessor agencies) employees, Hanford contractors, subcontractors, and visitors, including records of existing and past Hanford Site radiological control programs in protecting the health and safety of workers, the public, and the environment.

General Scope and Requirements

The HRRP shall be designed and implemented based on the types and quantities of records and data generated by Radiological Site Services (RSS) programs, and the expressed types and quantities of associated records and data required by key customers, including managing the existing records and databases associated with past Hanford Site occupational and area radiation monitoring programs. The HRRP shall be managed in a fully integrated manner with other RSS programs.

Detailed Scope and Requirements

The Contractor shall:

- Provide the staffing and personnel required to perform HRRP services, including records and data processing, data validation, issuance of required reports, and maintenance of historical records and data, including maintenance of software and instrumentation associated with the HRRP services.
- Design and maintain necessary data interfaces to allow for electronic transfer of data from RSS programs and/or customers to the maximum extent practicable.
- Perform validation of data entry for both electronic data transfer and manual data entry, including corrective actions necessary as a result of such data validation.
- Generate and issue reports required by customers, including required termination, annual worker exposure, and visitor exposure reports.
- Maintain reproducible, retrievable radiation records for current and former Hanford Site workers.
- Provide representation to the Hanford Radiation Exposure System Users’ Group and necessary logistical and administrative support for the Users’ Group.
- Provide records support for litigation or workers’ compensation hearings, Privacy Act of 1974 or Freedom of Information Act (FOIA) requests, Energy Employees Occupational Illness Compensation Program Act of 2000 (EEOICPA), and DOE-approved requests for data in support of epidemiological or research organizations.
- Develop and maintain a system to capture and retain records of existing and past Hanford Site radiation dosimetry policies and practices.
- Establish an HRRP point-of-contact as the primary focus for routine services requests or information. Special requests requiring a commitment of additional resources shall be approved by DOE prior to fulfilling the request.
- Interface with customers to determine specific customer service needs and requirements, to facilitate necessary data transfer, to provide requested technical support, and to provide required reports.

**C.4.6.7.4 Electronic Records Management System**

Currently, the only certified electronic records management system on site is the IDMS, based on the OpenText Content Server product.

IDMS shall be used as the repository for internal electronic records, unless or until a replacement system is implemented.

The Contractor shall develop and implement a plan, subject to approval by the CO, to:
- Establish an externally accessible, publicly readable, certified electronic records management system; and
- Migrate existing electronic records with no FOIA exemptions to the external system.

**C.4.6.7.5 Inventory and Schedule Management**

The Inventory and Schedule Management scope of work provides the service processes for records under the scope of this Contract and for designated contractors. This work addresses records (and non-records) originated or held by covered contractors and includes records in media, including electronic systems, databases, spreadsheets, microform, photo/negatives, hard copy paper, and other formats and media. Content (records) management/inventorying and scheduling requirements are covered in various DOE directives and NARA regulations.

The Contractor shall:
- Provide life cycle management for records, regardless of media.
- Implement record identification and capture as records are created in business and program/project processes.
• Develop, implement, or use standard methodology to determine the value of the records in various formats.

• Participate in the development of records retention schedules, working on Government-wide, DOE-wide, Hanford Sitewide, or Contract-specific initiatives for records schedule improvements.

• Manage the Records Inventory and Disposition Schedule (RIDS) database and manage the update process. The Contractor shall maintain detailed inventories of records holdings, including records contained in information systems or other electronic formats. The inventory shall address how the records are maintained, where they are stored, and document the records’ authenticity/integrity.

• Conduct assessments of Records Management to ensure that programs are properly documented and are in compliance with NARA requirements, records schedules are consistently applied, and that storage meets required standards.

• Report to DOE on the ongoing records inventory process to include a description of the process followed and document the strategy utilized to ensure electronic records have been identified and inventoried, bi-annually or as directed by DOE.

• Ensure delivery of hard copy and electronic records to approved records repositories, using information from the RIDS database.

• Provide training and consulting needed to ensure that information retention and disposition policies and processes are interpreted and applied consistently among the OHCs.

• Coordinate records turnover between projects/contractors to facilitate various stages of projects. The Contractor shall coordinate with project managers to ensure projects have adequately addressed records needs.

• Work proactively and collaboratively with DOE-HQ, NARA, other DOE sites, and subject matter experts (SMEs), with regards to records schedule development.

• Coordinate with onsite electronic archives, as well as NARA, to arrange for the delivery of electronic record material, as appropriate.

• Manage the Vital Records program for the Hanford Site in approved electronic records system (LDMS (OpenText Content Server)).

C.4.6.7.6 Major Collection Management

This service is an integral function of an effective content (records) management program. Major Collection Management provides continued maintenance of significant collections of records. Examples of major collections include engineering drawings, photographs/negatives, dosimetry readings, and videotapes.

The Contractor shall:

• Ensure that records in identified collections are indexed, authenticated, metadata complete, and are accessible to those that have a business requirement.

• Continue to improve on accessibility issues (such as indexing of photos).
• Recommend to DOE when a collection of records can be dispositioned in an alternative (more effective) method.

• Provide records retrieval support and evaluate records requests to ensure that appropriate procedures are followed, such as those for security, confidentiality, and privacy.

4.6.7.6.1 Controlled Document Management Services

The Contractor shall manage controlled document release and distribution services via electronic and hard copy media for technical, and other controlled documents required by Site personnel in the conduct of their work, to ensure that holders of controlled documents continue to have access to the current version. This service provides the following document control services for Hanford documents:

• Make controlled distribution of Hanford documents by hard copy and/or electronic media for selected Hanford technical and engineering documents.

• Process and issue controlled notebooks/logbooks.

• Maintain the document tracking and application database system for controlled documents.

• Capture of receipt acknowledgements for specific distributed documents as necessary.

• Capture the record copy of controlled documents.

• Distribute recall notices to customers of controlled documents.

C.4.6.7.7 Long-Term Records Storage

The long-term records storage program provides for physical storage of many thousands of records in various hard copy media (paper, photographs, video, and tapes). Storage requirements are identified in various DOE and NARA regulations, including 36 CFR 1228, Disposition of Federal Records, Chapter XII, Subchapter B entitled, Records Management.

The Contractor shall:

• Establish and maintain a procedure to ensure records, documents, and electronically stored information are retained in accordance with litigation holds issued by DOE or OHCs. Retention may extend beyond the requirements of applicable DOE and NARA Standards.

• Provide for physical storage of inactive records generated on the Hanford Site by DOE and OHCs.

• Accept records boxes for storage and coordinate with the NARA FRC in Seattle, Washington, and/or other approved offsite records storage facilities, as required.

• Manage the Records Holding Area – Management Information System, including information regarding box content, records schedule, and retention period.

• Establish and maintain Hanford Site procedures and processes for records storage.

• Effectively manage inventory and FRC and/or other approved offsite records storage facilities shipping strategies, to lower costs.

• Track unit cost data for content (records) management.

• Provide search and retrieval services for onsite contractor and DOE staff.
• Coordinate the retrieval of boxes located in the Seattle, Washington FRC and/or other approved offsite records storage facilities for onsite contractors and DOE. Standard retrieval shall be provided within four (4) working days. In accordance with approved procedures, urgent retrieval requests shall be provided within two (2) working days and immediate access to specifically identified information (through scanning and emailing) shall be available to Hanford Site customers.

• Manage the set of active records commonly referred to as central files Central Files to ensure the correct configuration-controlled engineering documents are available to support the Site mission. This service performs the following services for the management of these active Hanford records:

  Perform the following services for the management of active Hanford records:

  – Receive, store, maintain, and retire active Project Hanford-numbered documents in the central files repository.

  – Provide retrieval services for legacy hard copy and microfilmed active record material, including specifications and VI, in the Central Files and VI repositories.

  – Report Contractor efforts and recommendations for making the records storage process more cost-effective, including controlling and lowering costs associated with storage and with shipping to and receiving records from the FRC and/or other approved offsite records storage facilities. This report shall include statistical data regarding ongoing costs and numbers of records and retrievals being managed.

  – Submit an annual inventory of the Hanford Site Vital Records.

Boundaries, Constraints, and Interfaces

Boundaries and Constraints:

• Participation on schedule updating must include input, recommendations, and buy-in from the record originator.

• The physical limitations of the current onsite records storage facility (24,000 cubic feet) restrict the volume of records that can be maintained onsite.

• Classified boxes must be retained onsite. There is a prohibition against shipping classified boxes to the Seattle, Washington FRC and/or other approved offsite records storage facilities.

Interfaces: FRC and/or other approved offsite records storage facilities, and other federal agencies. Searches for documents in discovery or as a result of litigation or investigation often result in coordination or consultation with staff in DOE-HQ and U.S. Department of Justice, to ensure that appropriate search methodology is followed or to discuss search results. Extensive coordination with different Hanford and offsite organizations is required, including:

• Records Holding Area staff and the NARA FRC to arrange for shipments to/from the FRC and/or other approved offsite records storage facilities.

• Records Holding Area staff and Hanford Patrol to ensure adequate security are in place during shipments.

• Records Holding Area staff and the transportation contractor to ensure timely receipt of shipped boxes.
C.4.6.8 Correspondence Control

**Background**

The Correspondence Control function provides for management of correspondence for DOE. Correspondence is received from and sent to a wide range of sources, both internal and external to the Hanford Site, including Site contractors, regulators, DOE-HQ, other federal, state, and local agencies or organizations, stakeholders, media, and private citizens.

The desired outcome is a Correspondence Control function that provides a highly reliable correspondence management process and electronic system that enables administration of correspondence in a timely and efficient manner.

**Key Customers**

- DOE
- OHCs

**General Scope and Requirements Outcome**

The Contractor shall provide correspondence management for DOE, which consists of opening, scanning, and electronically distributing mail (using DOE-provided distribution matrices). The Contractor shall additionally assign and track commitments using the designated electronic system for incoming and outgoing correspondence.

Correspondence is managed in both hard copy/paper and electronic formats. The Contractor shall continue to transition to electronic images as the record copy; however, there will be an ongoing requirement to manage some correspondence in paper format.

The Contractor shall open and date-stamp incoming mail addressed to federal employees. Items that are not time-sensitive or strictly business-related, such as training announcements released to a wide distribution, publications, supply catalogs, extra copies of distributions, shall be placed directly into the organization mailbox without further processing.

The Contractor shall provide backup support for the receptionists supporting DOE facilities at 2420 and 2430 Stevens Center Place, Richland, WA.

**Detailed Scope and Requirements**

For incoming correspondence that is to be processed, the Contractor shall:

- Determine the federal individual responsible for the correspondence (i.e., actionee) in accordance with DOE-provided direction.
- Appropriately mark and distribute the correspondence in accordance with approved procedures and utilizing designated electronic systems.
• Process incoming correspondence and ensure that distribution is made to recipients/actionees within 10 working hours of receipt. The time of receipt shall be the time correspondence is received from the mail personnel.

• Maintain the current records schedule for correspondence in accordance with DOE-provided direction.

• Update and maintain the DOE Correspondence Subject Matrix for distribution of incoming correspondence.

• Provide DOE with a written process, including procedures, for ensuring correct records schedule information is assigned to correspondence. Upon receipt and scanning of correspondence into an automated records system, the correspondence shall be readily identified and retrievable by records schedule.

• Manage hard copy paper records of incoming or outgoing correspondence that cannot be electronically managed or archived.

• Coordinate with the receptionist at 2420 Stevens Center Place, Richland, Washington, to deliver and hold incoming mail for building tenants.

For outgoing correspondence, the Contractor shall:

• Scan and index the correspondence prior to mailing.

• Perform internal distributions (to DOE) electronically, unless specific limitations are in place.

• Mail outgoing correspondence to recipients in the specified manner, including the DOE “pouch” for mail directed to DOE-HQ recipients.

• Process and distribute outgoing correspondence within 10-hours of receipt. Distribution shall be considered complete when placed in the outgoing mailbox (for pickup by the onsite mail contractor staff), or when transmitted electronically to onsite staff recipients.

• With minor exceptions, file and maintain incoming and outgoing correspondence. As appropriate, retire the records to long-term storage and provide a document-level inventory of the documents retired for easy retrievability.

• Provide a monthly Correspondence Processing Report that includes the timeliness and volume of correspondence processed.

• Coordinate with the receptionist at 2420 Stevens Center Place, Richland, WA, to collect outgoing mail for tenants of that facility.

• Until such time as the Contractor proposes and DOE approves system changes, use the current records management application (IDMS), software scanning hardware/software/technical, and the same indexing standards, to ensure data consistency and integrity.

**Boundaries, Constraints, and Interfaces:** None.

**C.4.6.9 Multi-Media Services**

**Background**
This function provides for the development, production, or acquisition of photos, videotapes, movies, audio productions, and other similar types of media.

**Key Customers**

- DOE
- OHCs

**General Scope and Outcome**

The multi-media organization shall be a centralized resource for the Hanford Site. The Contractor shall establish the standards and written procedures that will be used by OHCs and DOE to obtain photographs and videos. The standards/procedures shall direct that photos and videos, taken or acquired, be indexed, and the images/photos merged into a Hanford Site archive or clearinghouse.

The desired outcome is a reliable and cost-effective multi-media services function where photos, videotapes, and other electronic media are correctly indexed (metadata applied), and that photos/videos taken or acquired are made available to others in the Hanford/DOE complex without significant duplication of effort.

**Key Customers**

- DOE
- OHCs

**Detailed Scope and Requirements**

The multi-media organization shall be a centralized resource for the Hanford Site.

The Contractor shall:

- Create one (1) or more standards and procedures, to be used by the OHCs (and the Contractor), that establish safeguards to ensure that photos and videos are appropriately indexed, managed, and in a central repository (potentially a “virtual” central repository) where the Contractor has control. Metadata standards for electronic media shall be established at a level that allows for easy and accurate retrievability. The standards/procedures shall direct that photos and videos, taken or acquired, be indexed, and the images/photos merged into a Hanford Site archive or clearinghouse.

- Perform an annual biennial (every two [2] years) self-assessment that demonstrates the relative success of efforts to collect, index, and manage relevant photographic images in the central repository.

- Input project-related video tapes, movies, audio productions, and other similar types of media as a user-based service.

**Boundaries, Constraints, and Interfaces:** None.

**C.4.6.10 Site Forms Management**

**Background**

Forms Management operates within a set of federal requirements, such as regulations on information collection, Privacy Act of 1974, and E-gov.
Key Customers
- DOE
- OHCs

General Scope and Outcome
The Contractor shall provide a centralized and configuration-controlled forms management program.

The desired outcome of the Site forms management function is a compliant, cost-effective customer service-oriented function that applies configuration control, results in consistent design, where appropriate, and maximizes the use of electronic forms in gathering of electronic record information to electronic records systems.

Key Customers
- DOE
- OHCs

Detailed Scope and Requirements
The Contractor shall:

- Provide a centralized and configuration-controlled forms management program.
- Administer the Hanford Site forms management system and process, and design electronic forms, as well as conventional hard copy forms, for interactive use.
- Develop/design/revise/approve electronic and hard copy forms, eliminate obsolete or duplicate forms, maintain Site forms historical records, and maintain the system for centralized CM of Site electronic and conventional hard copy forms.
- Ensure collections of information that are to be gathered meet federal requirements (e.g., regulations on information collection, Privacy Act of 1974, and E-gov).
- Ensure consistently designed forms, utilizing automation as appropriate.
- Use existing software, pending an evaluation, to determine cost-effective alternatives.
- Monitor program costs for identification of cost efficiencies; costs shall be measured and reported annually.
- Maintain the automated audit system for Site forms.

Boundaries, Constraints, and Interfaces: None.

C.4.7 Business Services

C.4.7.1 Personal Property and Materials Management Program

Background
The Personal Property and Materials Management Program is an over-arching program, conducted in accordance with established DOE directives and other regulations and laws. The Program includes the
establishment of Site-wide processes and procedures for centralized personal property management functions, such as recycling of precious metals and processing equipment that is no longer needed, through the excess property system. Tracking DOE-owned, Contractor-managed property (Site-wide) is accomplished by means of decentralized data entry into the primary property management Site-wide database (Sunflower Asset Management System [SAMS]). The Program also manages the centralized storage and staging of equipment and inventory through the use of various onsite warehouses.

**Key Customers**

- DOE
- OHCs

**General Scope and Outcome**

The Contractor shall provide a Site-wide Personal Property and Materials Management Program that provides for efficient tracking of accountable personal property Site-wide, management of the primary property management Site-wide database (SAMS, including providing Site-wide property management reports) and other related systems, central recycling, excess property dispositioning, equipment transfers and loans, and maintenance of central warehouses and associated inventory.

The desired outcome of the Personal Property and Materials Management Program is a personal property management system that enables effective and efficient stewardship of personal property assets, and optimum reuse and disposal of federal personal property.

**Key Customers**

- DOE
- OHCs

**Detailed Scope and Requirements**

The Contractor shall:

Submit The Contractor shall manage a Site-wide Personal Property Management Program,

including:

- Providing a Site-wide Personal Property and Materials Management Program (Property Management System) to DOE for approval within 60 days of completion of transition that provides for the following:
  - Develop and implement Site-wide policies and procedures for the management of personal property, in coordination with OHCs.
  - Conduct a complete 100 percent (100%) wall-to-wall physical inventory, including bar coding and tagging as applicable, and provide a report to DOE Physical Inventory Report within 90 days of completion of transition.
  - Excess property dispositioning.
  - Provide maintenance of warehouses and routine preventative maintenance and repair of associated inventory.
  - Manage and maintain a property database, including providing property management reports.
- **Identify and mark (tagging)** identification and marking (tagging) of property received and processed through centralized receiving docks.

- **Manage** management of the **Sitewide** personal property borrowing and loaning activities (domestically and abroad); loans of Government property to and from non-contractors, other DOE Sites, and/or other agencies.

- **Manage** management of the **Sitewide** precious metals recycling program, and providing required precious metals reports.

- **Provide** providing reports regarding stores inventory, such as turnover ratios, reorder point and reorder quantity, value of onsite inventory, and inventory accuracy report.

- **Maintain** maintaining an accurate inventory and accountability of personal property through the life cycle of the **Contract**.

- Control of sensitive items and controlled substances under for which the **Contractor’s** has control (e.g., computers, laptops, cameras, mobile phones, and projector hypodermic needles, syringes, and potable alcohol).

- **Manage** management of returnable containers and other items needing to be returned to manufacturers for credit.

- **Facilitate** facilitation of the transfer of mobile offices between Site contractors.

**Conduct of Maintenance**

The Contractor shall provide personal property maintenance, including generation of required reports, to include at the minimum the following:

- **Disclose and report to DOE** the need for replacement and/or capital rehabilitation. In accordance with DOE guidance, the Contractor also shall complete the deferred maintenance (DM) and Repairs Disclosure for Personal/Capital Equipment Form by September 30 for each year. For capital equipment not to be reported on by the Contractor, a request also shall be submitted to DOE for approval of non-reporting.

- **Ensure** that the estimate for the DM and Repairs Disclosure for Personal/Capital Equipment Form includes amounts to restore the asset to its operating condition, not to upgrade an asset or expand its capacity pursuant to the cost/benefit considerations provided by accounting standards. DOE has determined that the requirements for DM reporting on personal property or capital equipment is not applicable to property items with an acquisition cost of less than $100,000, except in situations where maintenance is needed to address worker and public health and safety concerns.

- **Align and integrate** the Activity Level Work Planning and Control Program that provides the ability to track applicable personal property maintenance cost and schedule.

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**Report of Physical Inventory Results** (in accordance with 41 CFR 109, *Department of Energy Property Management Regulations* [2016]). The frequency of physical inventories of personal property shall be as follows:

- Equipment – biennial 98 percent (98%) inventory accuracy;
- Sensitive items – annual 100 percent (100%) inventory accuracy;
- Stores inventories – annual;
• Precious metals—annual 100 percent (100%) inventory accuracy;
• HRPP—annual 100 percent (100%) inventory accuracy; and
• Other accountable property—every three (3) years 98 percent (98%) inventory accuracy.

The following reports shall be delivered for DOE approval as required:
• Report of Loss, Damage, Destruction, or Theft;
• Reports of Sales and Exchanges;
• Motor Vehicle Fleet Reports (FAST);
• Plans and procedures for property management business system;
• Final property in the Computerized Maintenance Management reports for physically completed or terminated contracts; and
• Special Reports for Motor Vehicles.

The following reports shall be delivered annually to DOE:
• Property Information Database System (CMMS, PIDS); and
• Provide DOE a company-wide maintenance report for personal property preventative, predictive, and repair maintenance activities and costs as part of real property reporting.
• GSA Report of Property Furnished to Non-Federal Activities.

C.4.7.1.1 Disposition of Excess Personal Property

The Contractor shall:
• Provide for disposition of Government-owned, Contractor-managed personal property no longer required in support of the Hanford Site mission. Disposition of assets shall be accomplished through reutilization to OHCs, DOE, and federal and state agencies; sale or other transfer; and recycling. Excess materials and equipment received from OHCs shall be processed through the disposition program.

The Contractor shall:
• Manage planning, coordination, asset isolation, cleanup, preparation for removal, transfer, and other activities required to complete the transfer of targeted assets.
• Process scrap metal, paper, wood, and recyclable materials through vendors qualified to accept the materials.
• Ensure revenue received through the sale or recycle of assets is segregated and auditable by DOE, and the Contractor may credit the net proceeds to this Contract as approved by DOE revenue may be used to offset asset disposition operating expenses.
• Retire or dispose of Site-wide personal property using programs, such as the Personal Computer Nationalization Program, Laboratory Equipment Donation Program, and transfer of property designated for economic development purposes to the Tri-Cities Asset Reinvestment Company, LLC (TARC).
• Dispose of excess/surplus items within the required timeframes, specified in FAR 45 entitled, Government Property, and DOE Property Management Regulations (41 CFR 109).
• Provide to DOE a Disposal of Excess and Surplus Personal Property Report annually by November 1.

• Implement and maintain a process an MOA with TARC for the donation of excess property to an offsite location designated by TARC.

• Disposition classified equipment and material in accordance with the requirements of 41 CFR 109 and DOE M 470.4-4A, Information Security Manual, and DOE O 205.1B Chg. 3 entitled, DOE Cyber Security Program.

• Identify, control and disposition high-risk property as required by 41 CFR 109.

• Disposition IT as required by 41 CFR 109.

• Disposition nuclear-related or proliferation sensitive property in accordance with the requirements of 41 CFR 109 and DOE O 474.2 Chg. 2 entitled, Nuclear Material Control and Accountability.

C.4.7.1.2 Inventory Management

The Contractor shall:

• Manage the assigned central receiving warehouse, convenience storage and spare parts (onsite) “stores” inventory warehouses, and other assigned warehouses. Warehouse operations shall provide for tagging and barcoding (as needed), tracking, storage, maintenance and disbursement of inventory items. As required, the Contractor shall provide for delivery of inventory items to onsite locations managed by OHCs or other contractors.

• Conduct a joint, with OHCs, annual inventory of the central receiving warehouse and the convenience storage warehouse.

• Provide inventory management services to maintain appropriate levels of designated supplies, reorder point and reorder quantity, and emergency response-related items, to ensure the timely availability of critical items to support the Hanford Site mission.

• Manage the supply chain, and evaluate Sitewide demand, usage trends, and programmatic requirements and act as lead efforts for the reduction of existing line item Site inventory to the lowest achievable levels.

• Establish the most cost-effective method to provide common-use and critical items, including onsite storage, just-in-time contracts, and basic ordering agreements.

• Maintain stock on hand or provide immediate access to critical items.

• Prior to purchasing personal property, the Contractor shall follow the priorities for use of mandatory government sources in FAR Part 8.

• Support the automated material systems required to provide customer access, accountability, and accountability storage items for the Hanford Site.

• Administer the spare parts program for the Hanford Site.
Boundaries, Constraints, and Interfaces
Boundaries and Constraints:

- The Department has determined the requirements for DM reporting on personal property or capital equipment is not applicable to property items with an acquisition cost of less than $100,000, except in situations where maintenance is needed to address worker and public health and safety concerns.

- Community Reuse Organization (TARC) and its contractors shall not be granted access to the Hanford Site for receipt of excess property.

Interfaces: Those involved in the property excess/disposition program, including colleges and universities; primary and secondary schools; federal, state, and local governments (including GSA); and Community Reuse Organization, if applicable (TARC).

C.4.7.2 Energy Employees Occupational Illness Compensation Program Act Support
The desired outcome of EEOICPA Support to DOE-RL Sitewide is an administrative system that provides timely and accurate submission of requested records and documents.

Background
The EEOICPA was enacted in October 2000. Part B of the EEOICPA, effective on July 31, 2001, compensates current or former employees (or their eligible survivors) of the DOE, its predecessor agencies, and certain of its vendors, contractors and subcontractors, who were diagnosed with a radiogenic cancer, chronic beryllium (Be) disease, Be sensitivity, or chronic silicosis, as a result of exposure to radiation, Be, or silica while employed at covered facilities. Part E of the EEOICPA (enacted October 28, 2004) compensates DOE contractor and subcontractor employees, eligible survivors of such employees, and uranium miners, millers, and ore transporters, as defined by the Radiation Exposure Compensation Act of 1990 (Section 5), for occupational illnesses that are causally linked to toxic exposures in the DOE or mining work environment.

Key Customer

- DOE

General Scope and Requirements

Outcome

The Contractor shall:

- Maintain and provide documentation on current or former Hanford Site contractor employees in support of the EEOICPA, as well as provide information on project or program activities to support DOE or other agency or organization data capture efforts in support of EEOICPA. This documentation shall include personnel records of current and former employees of the current Contractor and former contractors, including, but not limited to, industrial hygiene (IH) records, dosimetry records, badging records, and information from Hanford Resources Information System.

Detailed Scope and Requirements

The Contractor shall:

- Provide verification of employment (including a complete copy of the personnel record) for its current employees and subcontractors, upon request, within 30 days.
• Provide other information about its current employees and subcontractors, including a complete copy of the personnel record, as well as information about employees and subcontractors of former contractors in its possession, upon request, within 30-45 days.

• Conduct research and records searches as requested within an agreed upon time frame.

• Perform other records research, as needed, to complete the Department of Labor claims or to locate records needed to complete the claims or other related EEOICPA requests.

• Provide ad hoc reports, briefings and other information as directed by DOE.

• Work collaboratively with OHCs who are leaving the Site to ensure the Contractor takes possession of the outgoing contractors’ personnel records that are being transferred to federal custody.

• Provide cost reports by the 10th day of the month, segregating costs by type of request or by organization, as directed by DOE.

• Provide an EEOICPA point-of-contact; this employee shall attend meetings, as requested by DOE.

**Boundaries, Constraints, and Interfaces**

Boundaries and Constraints: Shared data areas utilized to receive claim requests and to return completed claim information will be provided.

Interfaces (these interfaces shall be in coordination with DOE): Outside agencies, including, but not limited to U.S. Department of Labor, National Institute for Occupational Safety and Health, and advisory boards.

**C.4.7.3 Hanford Workforce Engagement Center**

The desired outcome is a Hanford Workforce Engagement Center (HWEC) that provides a premier service center staffed with experienced representatives equipped to help current and former Hanford employees and their families who have questions or concerns about occupational health issues.

**Background**

DOE has initiated multiple improvement actions and initiatives to strengthen the Hanford workers’ compensation program, support the EEOICPA, and provide greater access to information and advocacy for Hanford workers. The Hanford Workers Engagement Center (HWEC) is focused on educating, communicating, and assisting employees with compensation and other processes (EEOICPA, Former Worker Medical Screening Program) associated with employment at Hanford.

**Key Customers**

- DOE
- OHCs
- Hanford Site Subcontractors

**Detailed Scope and Requirements**

The Contractor shall:
Operate the HWEC, which shall be located at the HAMMER Federal Training Center. While the center will be physically located at the HAMMER campus, it will not be considered part of the HAMMER missions and functions.

Operate the HWEC and be responsible for providing and maintaining a center with the primary customer as the Hanford Site workforce.

Furnish personnel, facilities, equipment, materials and supplies required to accomplish the mission of the HWEC, except for that specifically identified as provided by the Government.

Operate the HWEC and be responsible for providing and maintaining a center with the primary customer as the Hanford Site workforce.

Operate the HWEC Monday through Friday, on a schedule that provides consistent with the Hanford workforce, but also provide for availability on Hanford Fridays off; affording the maximum flexibility for workers to meet with staff in person.

Have Staffing provide for SME and worker involvement by including Hanford Site employees as worker liaisons. There shall be at least one Hanford Atomic Metal Trades Council and one Building Trades Worker liaison.

Operate the HWEC cultivated as a resource to ensure workers to aid in continuous communications.

In operating the HWEC, the staff/workers will provide information related, but not limited to:

- State of Washington Workers’ Compensation Program;
- DOE’s Third Party Administrator for the Workers’ Compensation Program;
- EEOICPA;
- Energy Employees Occupational Injury Compensation Program Act;
- Former Workers Medical Screening;
- Beryllium (Be) Health Program Advocate; and
- Hanford Site Contractor points-of-contact for contractor specific programs.

Provide printed written materials (e.g., brochures, pamphlets), as well as non-printed, educational and learning materials (e.g., electronic, web-based) supporting and relative to the above mentioned programs as appropriate.

Maintain both an internal and external website with current information, as appropriate, on the above mentioned programs.

Maintain communications, as appropriate, Coordinate regularly with the Office of the Ombuds, for the Federal Department of Labor, and the Washington State Department of Labor & Industries for matters related to the processes affecting the Hanford Site workforce.

Maintain regulars such that the Ombuds can address specific issues and maintain communication with OHC Human Resources Departments and liaisons for the Hanford workforce.

Coordinate regularly with the Hanford Site Contractors workers’ compensation liaisons and Human Resource Departments.
• Visit the Hanford Site on a regular basis to provide information and keep workers current with information on the available resources.

• Provide updates and trending, as appropriate, to DOE.

• Conduct routine outreach to ensure current and former Hanford workers are aware and have available information on the HWEC.

**Boundaries, Constraints, and Interfaces:**

**Boundaries and Constraints:** In its communications with external entities, clearly indicate that it does not represent or speak on behalf of DOE, its contractors, or current and former employees. The HWEC shall not represent, nor act on behalf of Hanford employees in any proceeding to which DOE or its contractors are a party or entity in interest, including but not limited to any administrative or judicial proceedings, unless expressly authorized by the DOE CO or its contractors for purposes of this scope.

**Interfaces:** DOE, Office of the Ombuds, Washington State Department Labor and Industries, Federal Department of Labor, Hanford Site Contractors and employees, other agencies as appropriate.

**C.4.7.4 External Affairs**

**Background**

External Affairs includes assistance to DOE in its programs to communicate with outside entities to convey the status of and receive feedback on Hanford Site cleanup progress, plans, decisions, and issues.

**Key Customer**

• DOE

**General Scope and Outcome**

The Contractor shall support the DOE external affairs programs by providing products or services in the areas of media relations, social media, public involvement and outreach, tours, and intergovernmental affairs; and by providing information and assistance to DOE for activities related to the Privacy Act of 1974 and FOIA. The Contractor shall also provide services in the area of website evaluation, design, integration, maintenance, and operation, and shall coordinate logistics for Hanford Site tours, as requested by DOE.

The desired outcome is a wide-ranging and inclusive External Affairs/Public Relations program that provides timely responses to DOE requests for information and assistance, outreach to keep external constituencies informed about work under the contract, an effective Hanford website, and integrated and effective Site tour planning.

**Key Customer**

• DOE

**Detailed Scope and Requirements**

For external constituencies, the Contractor shall anticipate specific areas of concern, interest, or controversy, and employ appropriate communication strategies that inform and involve, ensuring close
coordination with DOE Communications personnel throughout. DOE retains the primary role in directing the timing, substance and form of public information and approves products and outreach.

The Contractor shall:

- Submit an External Affairs Program Description for DOE-approval within 30 days after NTP that provides a comprehensive description of the External Affairs Program, staffing, products and services, with an emphasis on innovative approaches to communications.

- Develop, plan, and coordinate proactive approaches to dissemination of timely information regarding DOE unclassified activities. 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 Hanford Site.

- Maintain effective interactions with local, regional, national and international news media. Provide information and/or resources as requested in support of DOE media interactions.

- Inform and involve the public, citizen’s requests for assistance in responding to inquiries from external entities, such as news media, members of the U.S. Congress and their staffs, and stakeholder groups, and/or in preparing information for public dissemination.

- Support DOE requests for assistance in posting information to social media channels. Provide direct response to external parties if requested by DOE.

- Provide staff and resources to help DOE meet its objectives and obligations for public involvement in Hanford decision making. This includes providing staff support for interactions with citizens advisory boards, and other interested parties in proposed plans and activities. Provide strategy and resources inquiring about issues related to the contract scope, staff support for required public comment and outreach processes related to upcoming decision-making (e.g., NEPA and CERCLA).

- Reach out to the communities affected by the contract scope, and participation in cross-contractor public meeting efforts, such as the “State of the Hanford Site to provide information, answer questions, and gain feedback, when requested by DOE meetings.”

- Participate in tour planning and preparation, and make facilities and personnel available as requested by DOE. Visits to the project sites shall be part of ongoing communication and outreach activities.

- Maintain the external Hanford Site Website, including identifying current information or upcoming issues of public interest related to the HMESC and OHCs contract scope, design outreach strategies, create informational materials, and facilitate interactions. Products and interactions will be approved by DOE in advance.

- Support DOE’s management of the Hanford website by updating information to ensure accuracy and appropriateness, integrating information across contractor organizations, clearing and posting new public information, conducting periodic evaluations, providing continuous improvements and updates to the design and function, and generally ensuring the website is a useful and effective communication tool for external audiences. Web changes and postings shall be made in coordination with DOE.
• When requested by DOE, participate in meetings and briefings to update interested external parties on contract activities, when requested by DOE.

• Work with DOE to strategize, plan, arrange logistics for and conduct or support Hanford Site tours and visits to projects and facilities by external parties, as requested by DOE. Support includes providing transportation, coordinating badge issuance, working with OHCs (as needed), and providing speakers, handouts and refreshments, as appropriate or as requested by DOE.

• Provide support for the release of Scientific and Technical Information by producing document clearance packages for documents created or obtained under the contract, as a direct and integral part of the work, and ensure its broad availability to customer segments.

• Provide ongoing support to DOE in the preparation of communication materials, such as presentations, fact sheets, specialized graphics and charts, large posters, and up-to-date photography, and social media posts.

• Coordinate internal employee communication products through DOE for review and approval, if they are related to issues/incidents that have the potential to garner external media and stakeholder interest.

• Develop a program or programs for reaching out to the communities affected by Hanford in an effort to provide information, answer questions, and gain feedback. The program is subject to DOE approval and shall contain specific proposals for community outreach activities and a plan for providing contractor representatives to communicate cleanup activities under the Contract.

• Maintain proactive and substantive communication with employees, and have the ability to distribute general interest information related to Hanford Site activities including, but not limited to, road closures, siren activations, weather delays, special events, and safety information.

• Provide communication staff members to support the Hanford EOC Joint Information Center.

Boundaries, Constraints, and Interfaces

Boundaries and Constraints: The Contractor shall receive DOE approval prior to externally releasing information related to the Hanford Site.

Interfaces (these interfaces shall be in coordination with DOE): Media, members of the U.S. Congress and their staffs, community leaders, and a wide variety of stakeholders and local Governments.

C.4.7.4.1 External Review and Support

Background

External Review and Support to DOE involves providing support during audits and assessments by entities having oversight responsibility for DOE and their contractors. These entities include:

• Defense Nuclear Facilities Safety Board (DNFSB), which is an independent federal agency established by the U.S. Congress in 1988. The Board’s mandate under the AEA is to provide safety oversight of the nuclear weapons complex operated by DOE and to ensure that activities are carried out in a manner that provides adequate protection for the public, workers, and the environment.

• The GAO, which advises the U.S. Congress and heads of executive agencies about ways to make Government more effective and responsive.
DOE Office of Inspector General (OIG), whose mission is to help the DOE by identifying opportunities for cost savings and operational efficiencies.

Other governmental and DOE oversight organizations, such as the DOE Office of Health, Safety and Security. This includes the DOE Office of Enforcement (OE), which is responsible for promoting strong safety performance by contractors through management and implementation of the DOE statutorily required enforcement programs, such as the Price-Anderson Amendments Act of 1988, 10 CFR 830, Nuclear Safety Management; and 10 CFR 851 entitled, Worker Safety and Health Program.

Key Customer

DOE

General Scope and Outcome

The Contractor shall support DOE in hosting staff from auditing and assessing organizations, providing required presentations, responding to information requests, and by providing required SMEs to respond to questions and information requests from the auditing and assessing organizations.

The desired outcome of the External Review and Support function is support that helps the external oversight organizations realize the Hanford Site embraces the common goal of ensuring protection of public and worker safety, and health and the environment. Essential secondary outcomes are to promote, through continuous improvement, the economy, efficiency, and effectiveness of DOE and contractor operations, and to prevent and detect fraud, waste, and abuse.

Key Customer

DOE

Detailed Scope and Requirements

The Contractor shall support DOE in hosting staff from auditing and assessing organizations, providing required presentations, responding to information requests, and by providing required SMEs to respond to questions and information requests. Support activities shall be conducted in accordance with applicable DOE directives.

The Contractor shall support Defense Nuclear Facilities Safety Board (DNFSB) oversight activities by:

- Conducting activities in accordance with DOE commitments to the DNFSB, which are contained in DOE IPs and other DOE correspondence to the DNFSB.
- Providing support for the preparation of DOE responses to DNFSB issues and recommendations that affect contract scope.
- Cooperating fully with the DNFSB and providing access to work areas, personnel, and information, as necessary.
- Maintaining a document process in accordance with the current DOE directives regarding interface with the DNFSB.
- Providing a wide range of support on DNFSB activities. The support requires providing information within a specified time, coordinating briefings (VTCs, video-teleconferences, teleconferences, reviews, site visits), managing correspondence (including transmittal of information) and
tracking systems for information and commitments, coordinating DNFSB and DOE-HQ staff visits, and preparing documents and presentation materials for briefings and hearings.

- Providing DNFSB Site Representative(s) support. The support requires coordinating and ensuring Site access and training requirements for facilities and area access, and coordinating Site services required for day-to-day work performance, including but not limited to, office space, phones, computers, and document retrieval systems.

- Obtaining approval from DOE at least five (5) days in advance before committing to completion of actions to the DNFSB.

The Contractor shall support GAO, Office of Inspector General (OIG), and other governmental and DOE oversight activities by:

- Providing subject matter expertise;
- Cooperating fully cooperating with assessors and auditors, and providing access to work areas, personnel, and information; and
- Providing support during audits and assessments, including delivering information within a specified time, arranging briefings, preparing presentation materials, maintaining a record of documents provided in response to requests, and making this record available to DOE, as requested.

- Interacting with OE by:
  - Fully cooperating with OE and providing access to work areas, personnel, and information, as necessary.
  - Providing a program to ensure the Contractor is operating in a manner that is in compliance with safety regulations.
  - Providing prompt identification, reporting, and correction of safety issues and non-compliances.
  - Receive prior DOE approval when relaying information regarding Hanford Site mission related activities to other outside entities.

- Providing knowledgeable single points-of-contact for each of the following:
  - DNFSB; and
  - OIG, GAO, and other assessing governmental and DOE Oversight Organizations (including the DOE Office of Enforcement, OE).

Boundaries, Constraints, and Interfaces

Boundaries and Constraints: None.

Interfaces: DNFSB, GAO, OIG, other governmental and DOE oversight organizations.

C.4.7.5 Courier Services

The desired outcome is a safe, reliable, and cost-effective courier service that meets customer needs.
Background
This function provides for courier services for the Hanford Site. Routes are driven daily for miscellaneous deliveries and calibrated equipment. The number and frequency of routes vary, depending on customer requests.

Key Customers
- DOE
- OHCs

Outcome and General Scope and Requirements
The Contractor shall:

- Provide courier services for the Hanford Site, including delivery and pickup of miscellaneous items, such as calibrated instruments, medical samples, equipment to be repaired, and essential (time-sensitive, critical) documents.

The desired outcome is a safe, reliable and cost-effective courier service that meets customer needs.

Detailed Scope and Requirements
The Contractor shall:

- Provide transportation of priority or time-sensitive documents, medical samples or supplies (e.g., serum, blood samples, medical records), calibrated instruments, office machines to and from repair facilities, and pickup and shredding of classified documents.
- As part of the continuity of services review, the Contractor shall conduct an analysis of courier services in an effort to implement improvements and/or determine whether there is a continuing need for these services.
- Evaluate options for the type of transportation needed and make recommendations regarding the frequency and timing of courier activities.

Boundaries, Constraints, and Interfaces
Boundaries and Constraints: Drivers transporting classified information shall maintain an active DOE Q-Access Authorization.

Interfaces: Offsite (local) vendors (such as in the case of equipment repairs).

C.4.7.6 Mail Services
The desired outcome is a timely, efficient, reliable, and safe mail pickup and delivery service that meets the customer needs on the Hanford Site.

Background
Mail Services for the Hanford Site includes delivery to major building/locations and relies on the serviced organization/company to further deliver mail to individuals within their respective organizations. Mail Services picks up postal mail from Pasco, Richland or West Richland Post Offices and delivers outbound Hanford mail through the U.S. Postal Service to a U.S. Postal facility. Mail management requirements are identified in 41 CFR 102-192, Mail Management, and U.S. Postal Services Domestic Mail Management and International Mail Management.
Key Customers

- DOE
- OHCs
- Other organizations (located on and off the Hanford Site) affiliated with Hanford missions

Outcome and General Scope and Requirements

The Contractor shall:

Provide The Contractor shall provide for basic mail services, including pickup and delivery of interplant mail (i.e., mail that does not leave the Hanford Site) and U.S. Postal mail to customers. The work scope includes the pickup, routing, and delivery of interplant mail.

- The desired outcome is a timely, efficient, reliable, and safe mail pickup and delivery service that meets the customer needs on the Hanford Site.

Detailed Scope and Requirements

The Contractor shall provide timely, efficient, and safe mail pickup and delivery services for the Hanford Site.

The Contractor shall:

- Develop a Mail Services Security Plan that addresses security and safety concerns. The Plan shall:
  - Be provided to DOE no later than 180 days after NTP, and implementation shall begin immediately upon approval of the plan by DOE.
  - Take into consideration current Federal Bureau of Investigation, U.S. Postal Service and DOE security bulletins and guidance on potential hazards, including anthrax and bomb detection.
  - Include training of mail personnel, as well as onsite customers, for early and effective identification of hazards.
  - Identify preparation for potential emergencies and hazard mitigation as appropriate.
- Strive to streamline delivery as much as possible.
- Deliver mail within two (2) days from receipt of the mail.
- Measure and report costs associated with postage (metered mail) on an as-needed basis, no less than quarterly.
- Ensure safety of the mail services customers through participation by the staff for identification and mitigation of concerns relating to bomb threats and exposure to hazardous materials (such as anthrax).
- Provide the Annual Mail Management Report to DOE by October 15.

Boundaries, Constraints, and Interfaces

Boundaries and Constraints: The Contractor shall be responsible for the interface between the U.S. Post Office and the Hanford Site, picking up general mail daily and specialty mail on an as-needed basis.
Interfaces: At least 70 onsite Hanford Site-related companies or organizations, U.S. Post Offices in the local community, and Hanford Site safety and security personnel.

**C.4.7.7 Reproduction Services**

**Background**

The desired outcome is Reproduction Services that provide reliable, high-quality and timely high-volume printing, duplicating and engineering reproduction services for DOE and OHCs. Printing and binding regulations, as published by the Congressional Joint Committee on Printing (JCP), and related regulations and requirements, establish operational guidelines for this scope of work.

**Key Customers**

- DOE
- OHCs

**General Scope and Requirements**

**Outcome**

The Contractor shall:

- Coordinate and contract with the Government Printing Office (GPO), as mandated by the Congressional Joint Committee on Printing (JCP).
- Manage/administer Site-wide contracts relating to the engineering and reproduction equipment, including the copier contract for the Hanford Site, which covers setup, delivery, removal, maintenance, and repair of equipment, and coordination of monthly billing activities.
- Provide the annual printing and publishing reporting information for the DOE/JCP report.

**Detailed Scope and Requirements**

The Contractor shall:

- Provide printing, duplicating, binding, and reproduction services for the Hanford Site. Reproduction includes duplication of paper, digitally transmitted documents, and engineering drawings; high volume copying services; color copies; forms reproduction; special bindings; and tabbing.

The desired outcome is Reproduction Services that provide reliable, high-quality and timely high-volume printing, duplicating and engineering reproduction services.

**Boundaries, Constraints, and Interfaces**

Boundaries and Constraints:

- Activities require some personnel with security clearances.
- GPO/Federal regulations apply to printing and reproduction, including a three (3) year minimum procurement cycle for new large-scale printing equipment.

Interfaces: None.

**C.4.7.8 DOE Receptionists**

**Background**
The 2420 and 2430 Stevens Center Place receptionists provide selected services to DOE and Hanford Site employees/visitors during the standard work week: Monday through Thursday 7:00 a.m. to 4:30 p.m., and Friday 7:00 a.m. to 3:30 p.m.

Key Customers

- DOE and OHC personnel located in 2420 and 2430 Stevens Center Place.

General Scope and Outcome

The Contractor shall provide receptionist support to DOE and its contractors and visitors within both 2420 and 2430 Stevens Center Place.

The desired outcome is a knowledgeable and responsive receptionist on duty during normal working hours, who helps DOE and OHCs’ visitors and employees to readily conduct business with the help of well-communicated, accurate, and adequate information and directions.

Key Customers

- DOE and OHC personnel located in 2420 and 2430 Stevens Center Place, Richland, WA.

Detailed Scope and Requirements

The Contractor shall:

- Provide receptionist support to DOE and its contractors and visitors within both 2420 and 2430 Stevens Center Place, Richland, WA.

- Assign, process, and account for temporary proximity cards and/or visitor badges issued to persons requiring access to DOE areas of 2420 and 2430 Stevens Center Place, Richland, WA, according to provided DOE criteria.

- Ensure adequate Airborne and Federal Express supplies are stocked and provide receipts for shipments to DOE.

- Reserve shared-use conference rooms, such as those at 2420 Stevens Center Place and 2430 Stevens Center Place, Richland, WA.

- Manage the check-in and checkout of Government vehicles by federal employees located at 2420 and 2430 Stevens Center Place, Richland, WA. This includes ensuring vehicle usage logs are correctly completed after each trip, and compiling and submitting logs monthly to the DOE Vehicle Coordinator.

- Provide a receptionist for 2420 and 2430 Stevens Center Place, Richland, WA, during regular business hours, Monday through Thursday 7:00 a.m. to 4:30 p.m., and Friday 7:00 a.m. to 3:30 p.m., including the Hanford Site Alternate Work Schedule (Friday off). Changes to this requirement shall be approved in advance by DOE.

- Maintain and control building office keys for offices and rooms in 2420 and 2430 Stevens Center Place, Richland, WA.

- Maintain the capability to grant proximity card access to 2420 and 2430 Stevens Center Place, Richland, WA.
• Provide backup support for the receptionist at 2420 and 2430 Stevens Center Place, Richland, WA.
• Coordinate with Correspondence Control personnel daily to receive and hold incoming mail.
• Collect outgoing correspondence at 2420 Stevens Center Place, Richland, WA, and coordinate daily delivery to Correspondence Control.

**Boundaries, Constraints, and Interfaces:** None.

**Boundaries, Constraints, and Interfaces:** None.

C.4.7.9 Site Safety Standards – Common Safety Processes

The desired outcome is standardized Site safety programs to provide a consistent approach (where appropriate) that ensures Hanford Site workers perform work safely and effectively on Background

This activity includes maintaining the Hanford Site.

HMESC integrates and manages the integrated Hanford Site standardized-wide safety and health programs, as defined in Appendix A of Hanford Integrated Standards Management Plan (MSC-MP-41080). The goal is processes for use by OHCs. 10 CFR 851.11 entitled, Worker Safety and Health (hereafter referred to as 10 CFR 851.11) addresses the need for a contractor with more than one covered workplace to have integrated and standardized programs at Hanford for a single worker safety and health where program and where more than one contractor is responsible for covered workplaces each contractor must coordinate with other contractors to ensure there are similar hazards, requirements, and worker expectations. Since Hanford Site workers may perform work in facilities controlled by OHCs, clear roles, responsibilities, and procedures to ensure the safety and health could be improved by having integrated and standardized safety and health programs of workers at multi-contractor workplaces.

**Key Customers**

• DOE
• OHCs

**General Scope and Outcome**

The goal is to have common programs, and processes for worker safety where there are similar hazards, requirements, and worker expectations. Since Hanford Site workers may perform work in facilities controlled by other site contractors, safety can be improved by having uniform safety processes.

The desired outcome of the Site Safety Standards function is to provide a consistent approach (where appropriate) that ensures Hanford Site workers have necessary safety and health processes to perform work safely on the Hanford Site.

**Detailed Scope and Requirements**

The Contractor shall:

• Work collaboratively and build coalitions with Site contractors, labor leaders, and workers to continue building a strong and enduring safety culture. Based on input from OHCs and workers, identify DOE opportunities to enhance and measure the Hanford safety culture.
Improve worker safety by establishing common safety processes on the Site. At a minimum, the areas identified in Table C-1 are considered to be Hanford Site-wide common processes. Subsequently, develop and implement internal Contractor procedures for the common safety processes. Processes must be approved by the principals of each affected OHCs. If the Contractor proposes to add or delete a standard safety processes, it must provide rationale and obtain DOE approval.

Revise processes within 45 days of DOE notification of revisions and communicate these changes to affected parties within 15 days of revisions, unless otherwise specified by DOE due to a safety condition.

Work with OHCs and workers to maintain integrated and standardized Site safety and health programs to evaluate safety activities/initiatives used by the incumbent Contractor that are not driven by regulation or DOE directive, such as the DOE VPP, Hanford Electrical Code Board, Hoisting and Rigging Committee, Fire Protection Forum, Union Safety Representative Program, Annual Safety and Health Exposition, monthly president’s accident council meetings, that contribute to the existing safety culture on the Hanford Site or the uniformity of Site activities. The Contractor shall recommend to DOE if a safety activity/initiative will be maintained, modified, or discontinued. DOE approval is required prior to discontinuing, significantly modifying, or electing to not participate in a safety activity/initiative.

Provide representatives to attend regular standardized Site safety and health programs.

Maintain a Site-wide web-based system with input from OHCs for sharing operating experiences and lessons learned with a focus on preventing recurrence of safety or reliability events, and to share good work practices in accordance with CRD O 210.2, DOE Corporate Operating Experience Program.

Boundaries, Constraints, and Interfaces

Boundaries and Constraints: None.

Interfaces: Hanford labor representatives in the development and maintenance of common processes.

C.4.8 Real Property Asset Management

The Contractor Background

The Contractor shall establish a data-driven, risk-informed, performance-based approach to the life cycle management of real property assets that aligns the real property portfolio with DOE mission needs. In addition, the Contractor shall acquire, manage, positively account for, and dispose of real property assets in a safe, secure, cost-effective, and sustainable manner, and ensure the real property portfolio is appropriately sized, aligned, and in the proper condition to support efficient mission execution.

The contractor is responsible for compliance with real property asset management requirements, federal rules and regulations, and applicable laws, regardless of the entity performing the work and is--Affected contractors are responsible for flowing down real property requirements to its subcontractors/subcontracts to the extent necessary to ensure compliance with the requirements.

The life cycle management of real property must take a data-driven, risk-informed, performance-based approach to align real property with DOE mission needs. Real property must be managed in a safe, secure, cost-effective, and sustainable manner to ensure real property assets are available, utilized, and in a suitable condition to support efficient mission execution. Real property management must apply industry-leading practices, voluntary consensus standards, and customary commercial practices where practicable.
Actions involving the planning, acquisition, management, and disposition of interests in real estate must be reviewed and approved by a Certified Realty Specialist (CRS), as appropriate, prior to execution. Real estate actions, subsequent to CRS review and approval, are executed at the appropriate level of delegated authority, such as authority possessed by a Real Estate Contracting Officer (RECO).

C.4.8.4 C.1.1.1 Planning and Budgeting

The desired outcome is a well-planned, budgeted, managed and executed real estate program that is consistent, efficient, and compliant across the Hanford Site, and reflected in life cycle asset management planning and budgeting.

Key Customer

- DOE
- OHC

Scope and Requirements

- must ensure

The Contractor shall:

- **Ensure** financial investments in real property are aligned to meet DOE mission needs and requirements. DOE provides general and annual planning guidance to guide the Contractor in real property planning and preparation of budget requests. Real property asset planning includes strategic and tactical planning with short-term and long-term forecasts, as documented appropriately in master plans, ISAP, FYSP, Contract Performance Baseline, and Life Cycle Program Baseline, (including a minimum five (5) year real property planning horizon) with supporting budgeting documentation. Real Property Asset planning aligns with the ISAP. Budget forecast development aligns with periodic budget guidance and direction issued by DOE.

Key Customer

- DOE

General Scope and Outcome

- **The Contractor shall develop and execute a strategy for managing the portfolio of Hanford real property assets. Master plans exist for key infrastructure systems, and the Contractor shall develop and maintain a complementary Facility Master Plan. Develop and execute a strategy for managing the portfolio of Hanford real property assets. Master plans exist for key infrastructure systems, and the Contractor shall develop and maintain a complementary Facility Master Plan.**

Support

The Plan analysis and outcomes are collectively captured at a summary level in the ISAP.

The Contractor shall use the ISAP in conjunction with DOE budget guidance and other relevant guidance or direction to meet the data develop budget proposal supporting documentation for integrated investment in real property assets.

The Contractor’s real property planning shall:

- **Ensure real property planning aligns with DOE strategic plans and program guidance;**
Ensure applicable requirements related and not limited to climate change resilience, adaptation, and sustainability; environment, health, safety and security; earthquake and other natural hazards risks; cultural and natural resource preservation; and historic preservation, are addressed;

Include general purpose infrastructure and programmatic requirements;

Include real property needs of Site tenants;

Include S&M and long-term stewardship (LTS) resource requirements;

Identify mission and core capability associated with real property;

Determine the optimum set of facilities and infrastructure needed to maintain each applicable core capability; and

Assess the DOE Integrated Planning, Accountability, and Budgeting real property portfolio against delineated program mission requirements by core capability at least every five (5) years. More frequent reassessments are required if mission requirements change, the core capability assigned to an asset changes, the asset is repurposed, or there are major changes to the asset’s physical condition or use. Assessments must:

- Evaluate the relative importance and contributions of real property to mission accomplishment;
- Employ a systematic approach to identify the real property assets that directly contribute to the accomplishment of the assigned mission or mitigation of environment, health, safety and security issues; and

Determine mission dependency designation for each real property asset in accordance with program guidance and the DOE’s Facility Information Management System (FIMS) data element dictionary.

Develop a FYSP that forecasts financial investments forInclude a prioritized list of real property acquisition, sustainment, and disposition of real property assets in accordance with EM guidance activities and projects;

Include the results of annual utilization surveys;

Include a summary of changes and the annual totals of real property acquisition and disposition building footprint;

Include the reduction or consolidation of space, specifically addressing space policy, program benchmarks for space utilization, and space assignment and utilization standards; and

Rely on data from FIMS and other data collected from each program’s planning process, such as sustainment management systems or portfolio management systems.

Facility Master Plan

The Contractor shall develop and maintain the Facility Master Plan that demonstrates a thorough understanding of the facilities on the Site and their linkage to current Hanford Site mission, regardless of the contractor assigned responsibility for the facility or the contractor who currently resides in the facility. Additionally, the Contractor shall, within the Plan, maintain a current master list of facilities. Additionally, the Contractor shall, within the Plan, maintain a current master list of facilities.

The ContractorMaster Plan shall:
Profile the needs of the OHCs to. This will demonstrate multi-contractor participation and the integration of the process.

Contain a master list of facilities that fall under the General Purpose Facilities (GPF) category and identifies those facilities that are currently dedicated to a specific program.

Contain a master list of facilities that fall under the General Purpose Facilities (GPF) category and identifies those facilities that are currently dedicated to a specific program.

Link the GPF facilities to their current cleanup mission and evaluate their ability to meet mission requirements.

Compare GPF demands to population projections through the year 2050 and identify gaps and overlaps. Also, perform GPF life cycle analysis and compare to Hanford Mission requirements.

Identify GPF that will not meet project mission requirements and develop an appropriate response strategy.

Facilitate and lead the Joint Contractor Space Utilization Committee or similar multi-contractor integrated facility management team in maintaining an agreed upon utilization standard to reflect the efficient use of GPF, identify facilities that are not being effectively utilized (as well as facilities that are over capacity), and develop and document recommendations to promote efficient operations and projects and to reduce costs and deficiencies.

Conduct a periodic analysis of the current facility planning process and available tools, to identify potential areas of improvement and to support efficient operations.

Boundaries, Constraints, and Interfaces: None.

C.4.8.2 Acquisition

Background

Acquisition of real property must be conducted in accordance with applicable federal laws and regulations. Hanford Site Contracts include clause 48 CFR 952.217-70 entitled, Acquisition of Real Property. The Policy associated with clause 48 CFR 917.74 entitled, Acquisition, Use, and Disposal of Real Estate references that “acquisitions shall be justified with documentation.” In addition, 48 CFR 31.205-36 entitled, Rental Costs, requires contractors to meet requirements applicable for the cost of renting or leasing real property. Lease packages submitted to DOE for approval shall provide adequate information to meet the requirements set forth herein (e.g., market survey, cost per usable square foot, and total costs). This includes meeting federal sustainability guiding principles, building efficiency requirements, space utilization requirements, and recording acquisitions in the FIMS.

Boundaries, Constraints, and Interfaces: None.

C.4.8.2 Conduct of Maintenance

The desired outcome is to minimize the likelihood and consequences of human fallibility or technical and organizational system failures through a single company-wide Maintenance Strategy that utilizes existing corporate programs and addresses Non-nuclear Facility(s), applicable Personal Property Maintenance, Project Maintenance - as it relates to betterment and repair (sustainment), Condition Assessments,
Fire System Maintenance, Facility Services, Information Resources/Content Management (IR/CM), and Locksmith Services.

Key Customers

- DOE
- OHCs

General Scope and Requirements Outcome

The Contractor shall:

- Ensure that prior to federal approval, real property acquisitions are supported by a mission need, a business case analysis, a current utilization survey, and life cycle cost alternatives analysis;
- Record planned real property acquisitions in real property planning documentation and in the FIMS Anticipated Asset Information Module, regardless of the acquisition method or funding source;
- Ensure construction or renovation of existing DOE-owned buildings above 5,000 square feet meet federal sustainability guiding principles and building efficiency requirements;
- Ensure new solicitations for DOE-leased buildings above 10,000 rentable square feet meet building efficiency, performance, and management requirements;
- Ensure facilities, regardless of ownership, comply with applicable federal metering requirements;
- Ensure new construction of DOE-owned building area, except at environmental closure sites, is offset by the sale, declaration of excess, or demolition of building area of an equivalent or greater size;
- Ensure newly constructed or leased building area, regardless of ownership, with a predominant use of office or warehouse, is offset by building area of an equivalent or greater size;
- Ensure newly constructed, renovated, or newly leased building area designated for office use does not exceed the DOE’s office space design standard (an average of 180 square feet of usable area per person), regardless of predominant use of the building; and
- Ensure that acquisition by lease, except when otherwise exempt, complies with the lease scoring requirements of the OMB.

Boundaries, Constraints, and Interfaces: None.

C.4.8.2.4 establish and implement a single-compliant company-wide (corporate) Maintenance Program Plan (CMPP), for the Requirements for Acquisition of Real Property (Lease Packet Submittals)

Background

Hanford Site, in accordance with the requirements of this Contract. Contracts include clause 48 CFR 952.217-70 entitled, Acquisition of Real Property. The policy associated with this clause 48 CFR 917.74 entitled, Acquisition, Use, and Disposal of Real Estate references that “acquisitions shall be justified with documentation”. In addition, 48 CFR 31.205-36 entitled, Rental Costs, requires contractors to meet requirements applicable for the cost of renting or leasing real property.

Key Customer
Contractor shall General Scope and Outcome

The following list of requirements applies when submitting a lease approval package to the applicable DOE CO. The CO will submit the single-compliant CMPP for DOE approval within 60 final packet (Transmittal Letter, Lease Justification and Lease Agreement) to the DOE Realty Specialist for review and concurrence. The lease approval package shall demonstrate how the requirements listed below were met within the “Justification” narrative of the final submittal.

The items listed below are DOE’s requirements for lease acquisitions above 12,000 usable square feet. For lease acquisitions below 12,000 usable square feet, providing evidence that competition was sought and the type of method used (i.e., adequate advertisement to potential interested parties did occur), is not required.

The CRSs have authority for acquisition of real property for cost reimbursable contracts on the Hanford Site. As such, sole-source justifications must be approved by the DOE Realty Specialist prior to the Contractor beginning negotiations with a landlord.

Detailed Scope and Requirements

The Contractor shall:

- Identify the need and reason for the lease space being pursued and its physical location. Confirm no other Government space was available for use.
- Explain the delineated area for lease acquisition (especially if there are limitations on the desired physical location of the space). Define the type, size and specific requirements of space needed.
- Provide evidence that competition was sought and the type of method used (i.e., adequate advertisement to potential interested parties did occur).
- Record/document that a solicitation for offers was issued, and to whom.
- Conduct market surveys.
- Disseminate, collect, and review responses to the RFPs.
- Conduct negotiations based on proposals received.
- Identify the Lessor of choice based on the acceptable offer (i.e., lowest price per square foot or the offer that is most beneficial to the Government). Include a cost analysis (table) of terms and options, which identifies costs per usable square foot and total costs.
- Reference the market analysis tools used (e.g., independent market survey, analysis, or formal appraisal by a licensed State of Washington appraiser) to determine fair market value.
- Lease Language:

No termination clause longer than 365 days of completion of transition. The CMPP shall include and describe the following:

- A single company-wide maintenance strategy that utilizes existing corporate programs and addresses non-nuclear facility(s), applicable personal property maintenance, project maintenance - as it relates
to betterment and repair (sustainment), condition assessments, fire system maintenance, facility services, IR/CM, and locksmith services.

- Company-wide policies, processes, and procedures for each service/system that reflect a system-oriented graded-approach to predictive, preventive, and repair maintenance, including periodic multi-discipline reviews of maintenance methods, techniques, and parameters; oversight activities; and the tracking of planned and actual maintenance cost at the work package level.

  - Non-nuclear facilities, including Negotiate the best deal with the shortest escape clause possible.

  - Include provisions for reassignment of the lease to DOE or its contractors.

- For Leadership in Energy and Environmental Design (LEED) Certification, the Contractor must demonstrate every effort was made to acquire LEED facilities during the Real Property Lease Acquisition process. When soliciting space for Real Property Lease Acquisitions, indicate that a preference for LEED certified facilities will be given during the review of proposals. There are four LEED standards: Certified, Silver, Gold, and Platinum. The DOE preference is the Silver level or higher. Documentation of the effort to acquire LEED space at a standard through the advertisement and solicitation process is required within the Justification/Background narrative of Contractor Final Lease Packet Submittals.

- Leases shall be competed with adequate advertising, while making a solicitation for offer specific for acquisition of real property to potential interested parties, unless it is an RFP for service.

- If the Contractor believes it is in the best interest of the Government not to compete lease renewals for facilities they reside within and want to pursue a sole source opportunity, it shall:

  - Prepare a sole-source justification to demonstrate that a renewal is in the best interest of the Government, as opposed to advertising and sending out a solicitation for offer to seek competition.

  - Provide the DOE CRS (in advance), via the CO, with a sole-source justification for approval, prior to beginning negotiations with a landlord.

  - Present a narrative justification that includes associated cost analysis information specific to the stated need, while also including market survey information specific to the requirement for space the Contractor is trying to fill.

  - Conduct a market survey specific to the function, size and operational need.

  - Include sole-source justification documentation while identifying comparable facilities.

  - Requirements for the acquisition of real property will still apply, except those specific to competition and advertising.

Boundaries, Constraints, and Interfaces: None.

C.4.8.3 Sustainment (Maintenance)

Background

- **DOE** real property assets shall be sustained by maintenance, repair and renovation activities at the component level to ensure mission readiness; operational safety; worker health, environmental
protection and compliance; security; and property preservation, and to meet program missions cost-effectively.

**Key Customer**

- **DOE**

**A comprehensive General Scope and Outcome**

The Contractor shall:

- Maintain real property assets, including the mechanical and electrical systems that are installed as part of basic building construction and are essential to the normal functioning of the facility, in a condition suitable for its intended use.

- Ensure real property asset availability for planned use or disposition, using preventive and predictive maintenance and repairs.

- Develop a company-wide maintenance strategy addressing system-oriented maintenance activities, including the appropriate periodic maintenance methods, techniques, and parameters, to establish a safe, effective, and efficient maintenance program. The maintenance strategy should identify essential systems/equipment that may be overlooked and/or become degraded, and in other cases identify resources that may be wasted on equipment no longer important. The strategy shall be documented in a Maintenance Program Plan. This plan shall be submitted to the CO for approval within 90 days of NTP. The Plan shall address how the strategy will be implemented, including company-wide policies and procedures for each Service/System; establishment of cost accounts for preventive, predictive and corrective actions maintenance, including tracking at the work package level; and how the detailed work scope identified in this section will be completed.

- Prepare, as part of the Company-Wide Maintenance Program Strategy, Compliance Matrix that crosswalks detailed Matrixes. These Matrices shall identify flow-down from requirements (as specified in the requirements framework listed above) to implementing policy, processes, and procedures. The DOE O 430.1C entitled, *Real Property Asset Management*, as amended, and DOE O 433.1B entitled, *Maintenance Management Program for Nuclear Facilities*, as amended), to company-wide maintenance policies, plans and procedures. The matrix shall be submitted as part of the Maintenance Program Plan.

- Use the matrix to conduct annual/yearly reviews to assess company-wide compliance with DOE and Contractor requirements; these maintenance policies and procedures and plans, and identify gaps and corrective actions. As part of each annual review, the Contractor shall determine and document the basis for the maintenance program maturity state in terms of the Company Current Maintenance Program Maturity State in either Reactive, Planned, Predictive, Reliability, or Enterprise terms.
  
  - Reactive: Fix it after it fails (defer maintenance);
  
  - Planned: Fix it before it fails (plan schedule and coordinate);
  
  - Predictive: Measure it and fix it (predict, plan, schedule and coordinate);
  
  - Reliability: Don’t just fix it, improve it (eliminate defects, improve precision, redesign and value focus); and
- Enterprise: Improve and sustain (alignment–shared vision, integration of supplies, operations and reliability engineering, and differentiation of system performance).

- The development and implementation of an Activity Level Work Planning and Control Program.

- Use, implement, and operate a compliant CMMS for the tracking of SSCs Maintenance Activities Work Packages, including planned and actual cost and schedule for real property, down to the component level, and applicable personal property.

- CMMS attributes shall be described in the CMMP and submitted to DOE for approval. Once the CMMP is approved, changes, other than minor (e.g., administrative, no change to intent and rigor), to the CMMS will require DOE review and approval.

- The Contractor shall provide for full CMMS access to the Government, including licensing requirements for DOE staff, and shall contain a Master Equipment List for SSCs and associated:

- Scheduled and unscheduled As part of implementing the strategy, utilize a system-oriented graded approach that supports the most appropriate and cost-effective means to achieve overall maintenance objectives and support mission needs.

- Once the Maintenance Program Plan has been approved, implement a Maintenance Management Program that includes, at a minimum, the following:

  - Providing maintenance/personnel services;
  - Service orders;
  - Individual and standing job orders;
  - Preventive, predictive, and corrective actions maintenance cost for each executed work order;
  - Spares inventory;
  - Metrics; and
  - Other uses as identified in the CMMS Attribute Requirements.

- Information entered into the CMMS is considered Government-owned for its present and future use and does not contain limitations on its use by the Government. The Contractor shall provide, maintain and operate the current Sitewide CMMS that meets the CMMS attributes requirements.

- Annual maintenance reporting shall be accomplished in conjunction with annual guidance and implementing direction provided by DOE.

- Project maintenance activities that will be applied to projects (modifications and/or new installations) include the following:

  - Engineer Studies: Consider alternatives that account for impacts on maintainability in recommendations for SSC maintenance and the cost saving to be achieved.

  - Design: Maintenance/operations reviews will be conducted throughout the design effort to ensure that maintainability and maintenance practices have been addressed and defined during the design process and in design documentation.
Construction/Installation: Maintenance/operations reviews will continue throughout the Construction/Installation Phase to determine that all maintenance/maintainability items identified during engineering studies and design activities have been addressed, scheduled, completed, and appropriately documented. A pre-startup maintenance plan will be prepared and used to address all the maintenance activities, including those listed below, to be completed prior to turn over to operations.

Startup and Turnover: O&M manuals will be field reviewed and as-required elements of the plans will be tested as part of the operation test plan. For the operations manual, the following shall be field verified: start-up and shut-down procedures, instructional pictorials, parameters for proper process conditions and instruction for parameter adjustment, safety issues, and potential hazards. For the maintenance manual, the following shall be field verified: spare parts list with schematics, suggested spares for stock on hand, lubrication specifications and frequencies, fit clearance (if required), assembly/disassembly drawings and instructions, bolt torque patterns and limits, failure mode effect analysis chart, mounting instructions, instrument calibrations procedure safety issues and potential hazards.

Develop and submit annually a Maintenance Five-Year Plan, including forecast (by fiscal year) to identify financial investments for conduct of maintenance of Non-nuclear Facility(s), applicable personal property maintenance, project maintenance - as it relates to betterment and repair (sustainment), Condition Assessments, Fire System Maintenance, Facility Services, IR/CM, and Locksmith Services to support DOE strategic plans, program guidance, and DOE performance targets. Include consideration for desired level of service, remaining service life, current condition assessments, Energy Independence and Security Act (EISA) energy and water evaluations, utilizations surveys, the mission dependency of the asset, and projected funding for DM, and repair reduction. In addition, the plan should address the following:

- Identified structures and process equipment that will be shut down and demolished within the next five (5) years;
- Changes in the required manpower resource level or skills;
- Necessary organizational realignment to meet obvious changes in work scope;
- Major equipment replacements/repair/recapitalization necessary to sustain required level of reliability; and
- Propose reduction of DM, by providing a reason and explanation for DM, possible solutions to removing it from the deferred status, and a list vulnerabilities determined in accordance with the company process.

Submit a consolidated quarterly company-wide maintenance report addressing non-nuclear facility(ies), applicable personal property maintenance, project maintenance - as it relates to betterment and repair (sustainment), condition assessments, fire system maintenance, facility services, IR/CM, and locksmith services activities and associated work package costs for the company-wide service/system organizations. Reporting categories shall be used to collectively report maintenance activities and work package status and cost, specifically for the following:

- Required categories for real property and personal property are preventive, predictive, and corrective actions;
Required categories for facility services are maintenance activities (real property and personal property) including work package status and costs; and for spare parts inventory stocking status and cost of critical spares parts; and

Required categories for projects are maintenance projects to replace or modernize existing facilities status including schedule, costs; and for DM reduction projects status including schedule and cost, and DM mitigation. In addition, the Contractor shall address the preparation and issuance of the report in the CMMP. However, if this information is to be provided as part of the company-wide mission assurance work scope then the Contractor shall provide a crosswalk in the CMMP.

- **Perform maintenance** for infrastructure systems, structures, components and facilities, including identifying maintenance service levels and labor requirements, skill gaps, scheduling requirement and issue, and metrics to ensure effective use of maintenance workforce. In addition, **The Contractor** as part of this effort, **for maintenance personnel loaned out or laborers will be provided for facility services to OHCs shall compile and issue. Each month a monthly loan labor report summarizing available full-time equivalents (FTE), how many FTEs were requested and the FTEs used to account for costs shall be compiled and issued.**

-- A Computerized Maintenance Management System (CMMS), which shall contain a Master Equipment List for SSC and provide full access to the Government, including licensing requirements for DOE Staff. The Contractor’s CMMS shall be used to track scheduled and unscheduled maintenance/services; service orders; individual and standing job orders; preventive, predictive, and corrective actions maintenance cost for each work order; spares inventory; metrics; and other uses as identified in the Enterprise Asset Management (EAM) Functional Requirements Document, at the asset level. Information entered into the CMMS is considered Government-owned for its present and future use and does not contain limitations on its use. The Contractor shall meet the requirements of the CMMS EAM Functional Requirements Document Checklist by describing how the company’s CMMS meets each requirement identified and submitting it as part of the Company Maintenance Program Plan. The Checklist will be used as part of the ISMS review.

- Report asset-level annual required maintenance in FIMS for the budget year (i.e., two years from the current fiscal year), including the estimated fully burdened costs of predictive and preventive maintenance and repair activities, in accordance with the “Real Property Data Related to Operations and Maintenance Guidance” provided by the Office of Asset Management. The Contractor also shall have in place, 90 days after NTP, reporting procedures that address Planned, Actual, and Deferred Maintenance reporting.

- Record annually the results of condition assessments, functional assessments, and real property utilization assessments in FIMS.

- Maintain a condition assessment system. For each asset, the system shall:
  - Establish a minimum acceptable level of condition;

  - Establish methods for categorizing deficiencies cost as either deferred maintenance (DM) or repair needs (RN), and management of the DM backlog, including a method to prioritize maintenance work.
- Maintain a critical System Spares Process that includes, based on risk, identification of critical spares, budgeting and warehouse tracking of them to ensure that adequate levels of spares are on hand and available for maintenance activities for infrastructure systems, equipment, components, structures, and facilities.

- Establish technical and management processes to align the performance of functional and physical attributes of real property facilities and SSC in the maintenance program, with associated requirements, design, and operational information, including:
  - Ensuring processes established for Hazard Category 1, 2, and 3 nuclear facilities comply with applicable DOE standards.
  - Ensuring voluntary consensus standards, for other facilities, including ANSI/EIA-649, National Consensus Standard for Configuration Management, or DOE standards, shall be applied, as determined by the responsible DOE element.
  - Ensuring compliance with applicable DOE maintenance management directives for nuclear facilities as incorporated in Section J.

- Develop and submit annually a Maintenance Program Five-Year Plan, including forecast (by fiscal year) to identify financial investments for sustainment of real property assets to support DOE strategic plans, program guidance, and DOE performance targets. Include consideration for desired level of service, remaining service life, current condition assessments, EISA energy and water evaluations, utilizations surveys, the mission dependency of the asset, and projected funding for DM and repair reduction. In addition, the plan should address the following:
  - Identified structures and process equipment that will be shut down and demolished within the next five (5) years.
  - Changes in the required manpower resource level or skills.
  - Necessary organizational realignment to meet obvious changes in work scope.
  - Major equipment replacements/repair/recapitalization necessary to sustain required level of reliability.
  - Purposely DM, by providing a reason and explanation for deferring maintenance, possible solutions to removing it from the deferred status, and a list vulnerabilities determined in accordance with the company process.

- Conduct comprehensive energy and water assessments for each operating covered facility at least once during any four-year period.

- Recommission covered facilities at least once during any four (4) year period, tailored to the size and complexity of the building and its system components, to optimize and verify performance of existing building systems.

- Establish a cost-effective sustainment program to keep existing facilities in an acceptable condition, functional and sustainable and in support of current missions. Sustainment programs must include a systematic management process for planning and budgeting for known future cyclical maintenance, repair, and renovation requirements for major building components or infrastructure systems; and a mechanism to track direct and indirect funded expenditures for maintenance and repair and renovation at the asset level.
The Contractor shall provide these services until OHCs have established the ability to perform this work internally. Following transition of the work scope to the OHCs, the contractors shall self-perform the work scope. In accordance with Section J, Attachment J-3.b, the OHCs may purchase these services from the Contractor.

**Boundaries, Constraints, and Interfaces:** None.

**Condition Assessment Surveys**

**Background**

DOE uses Condition Assessment Surveys to assess the current material condition of its facilities, structures, systems and equipment, and documents maintenance deficiencies. A condition assessment survey shall be accomplished in accordance with Section J, Attachment J-3.b. The OHCs may purchase these services from the Contractor.

Real Property Asset Management

These inspections ensure that all real property data related to O&M operations and maintenance is accurate and complete. The information is used in determining liabilities. The CAIS will also identify if the RN is also a DM. The condition assessment survey/CAIS inspection date, RN, DM, RN by UNIFORMAT II, and modernization costs (if applicable) are uploaded into FIMS.

Real Property includes land, facilities, other facilities and infrastructure (OSF), real property trailers, and associated items. Complete and accurate data on real property is essential to the DOE for managing facilities and reporting to the GSA, OMB, U.S. Congress, and taxpayers. FIMS is the DOE corporate database for real property, as required by DOE O 430.1C, Real Property Asset Management. There are ~1,500 active FIMS records, including facilities, OSFs, and real property trailers that have been identified to be included in the condition assessment survey/CAIS inspection program. Approximately five percent (5%) of these facilities have some radiological activity.

Each facility, OSF, and real property trailer is assessed regardless of operational status on a rotating five (5) year cycle; inspecting facilities, OSFs, and real property trailers by component and rating each one according to existing use. The ratings and deficiencies are entered into CAIS, which applies a cost estimate, RN to address deficiencies identified in the real property. CAIS will calculated a repair or replacement cost from RS Mans data. These costs are then uploaded into FIMS by the end of each fiscal year and are used to determine the RN and DM costs for the Hanford Site. The condition assessment survey/CAIS assessments may be used as validated source data for certain mandatory FIMS data fields (such as DM).

Database management is discussed in Section C entitled, Application Hosting Services.

**Key Customers**

- DOE
- OHCs
General Scope and Outcome

The Contractor shall manage the Hanford Site condition assessment survey/CAIS and provide for the administration of and execution of the condition assessment survey inspection program in order to accurately evaluate the existing state of specific facilities and identifying DM liability.

The desired outcome is a FIMS containing accurate data that assists in the planning and management of real property assets.

Detailed Scope and Requirements

The Contractor shall:

- Manage the Hanford Site condition assessment survey and Condition Assessment Information System (CAIS) surveys to perform condition, determine the need for preventive or remedial action, using industry standard graded approaches tailored to the inspection type and frequency that aligns with asset ownership, use, and mission dependency.

- Perform a functional and utilization assessments; identify and address deficiencies assessment of each operating real property down to the component level for corrective actions and associated assets to determine an asset’s capability gaps to meet mission requirements, at least once during any five (5) year period, or other risk-based interval, as approved by DOE, based on industry leading practices, voluntary consensus standards, and customary commercial practices.

- Estimate the costs and reflect data accurately to correct the gap identified during the functional assessment using DOE-funded CAIS. These cost shall be identified in the Facilities Information Management System (CAIS as a modernization cost. Cost estimates shall be updated annually and include contractor indirect. These cost shall be uploaded into FIMS) by the end of each fiscal year.

- Perform condition assessment surveys on each real property asset at least once every five (5) year period, or other risk-based interval, as approved by DOE. Maintain a list of condition assessment surveys inspected facilities to document performance.

- Perform more frequent assessments for real property assets identified as mission unique or critical, or assets that pose an increased risk to life, safety, or the environment, or as mandated by federal, state, or local codes.

- Determine the current physical condition of each real property asset, its estimated time to failure, and the optimum period for repairs and replacement, based on engineering and maintenance analyses.

- Estimate the costs to correct deficiencies identified during the condition assessments using the DOE-funded CAIS. CAIS is formatted in UNIFORMAT II and based on annually updated unit cost data (e.g., RS Means, Building News, Craftsman Book Company, or Richardson General Construction Estimating Standards). Cost estimates must be updated annually and include contractor indirect cost.

- Categorize deficiencies as either RN or RM. DM shall be less than or equal to RN Document and report DM and RN cost estimates consistent with Federal Accounting Standards Advisory Board requirements and Federal Real Property Council reporting guidance, respectively.
• Record observations made during, and the estimates produced by, each condition assessment surveys in the DOE CAIS, queryable on the following levels: Component, Assembly, System, Asset, Site and Program. Upload the data collected from these inspections into the FIMS.

• Provide DOE with a list of facilities, other structures OSFs, and facilities, real property trailers, and real property Conex boxes to be condition assessment survey inspected, each fiscal year, no later than November 15; and provide.

• Provide DOE with a list of facilities, other structures and facilities OSFs, and real property trailers, and real property Conex boxes that have been condition assessment survey inspected, each fiscal year, no later than October 31.

Fire System Maintenance

Fire Systems Maintenance provides fire protection system inspection, testing, and maintenance (IT&M) of existing and new fires systems.

• The Contractor shall perform required fire protection systems. Provide DOE with a list of facilities, OSFs, and real property trailers that no longer meet the useful life inspection criteria of greater than five (5) years annually, but no later than March 31.

• Coordinate necessary inspection activities with the various site contractors that have eligible facilities for condition assessment survey inspections, testing.

• Ensure the inventory of facilities that needs to be inspected through the condition assessment survey program is complete, current and reconciled with the data contained within FIMS.

• Ensure condition assessment surveys are performed on real property that supports the FIMS data entries and validation process.

Boundaries, Constraints, and Interfaces: None.

C.4.8.4 Disposition

Background

DOE elements accountable for real property assets are responsible for disposition or LTS in accordance with applicable federal laws and regulations, and compliance with applicable federal laws and regulations for excess real property assets.

Key Customer

• DOE

General Scope and Outcome

Disposition is those activities that follow completion of program mission including, but not limited to, stabilization and deactivation, S&M, and decommissioning.

Detailed Scope and Requirements

The Contractor shall:

• maintenance on facilities assigned to identify real property assets that are no longer needed to meet mission needs and may be candidates for reuse or disposal.
- Track annual costs, at the asset level, of maintaining excess facilities, once the asset is declared excess, until final disposition.

- Screen real property assets in accordance with federal laws, regulations, and the DOE’s internal process for screening real property assets prior to declaration of excess.

- Identify excess real property that is appropriate for economic development and, if such property is identified, annually make a list of property available for potentially interested parties.

- Record planned disposition of real property in five (5) year real property planning documentation and in FIMS.

- Support DOE to determine whether to dispose of real property by sale or lease, in accordance with 10 CFR 770, Transfer of Real Property at Defense Nuclear Facilities for Economic Development, or to dispose of it through other processes.

Support DOE to notify DOE-HQ organizations (Office of General Counsel, Office of Management, Office of the Chief Financial Officer, and PSOs) a minimum of 90 days before disposal by sale or lease outgrant made under this Contract DOE authorities.

- Perform functional IT&M ensure physical controls, institutional controls, and other mechanisms to protect people and the environment are in place while performing disposition activities.

- Dispose of life safety and unneeded real property fire protection systems (assets, declared excess to mission needs, using demolition, sale, economic development, lease termination, interagency transfer, or other DOE-approved methods.

- Perform real estate actions in support of DOE CRS for outgrant in accordance with applicable environmental laws, regulations, and doe directives, including:

  - Lease outgrants under the authority in 42 USC 7256 entitled, Contracts, Leases, with Public Agencies and Private Organizations and Persons (commonly referred to as the “Hall Amendment”), must comply with the Joint DOE/EPA Interim Policy Statement on Leasing, dated June 30, 1998;

  - Outgrants of excess property may be made if disposal by sale is not practical;

  - Outgrants of non-excess property may be made if the outgrant does not conflict with DOE missions; and

  - Outgrants by lease for economic development are subject to the Congressional notification requirements.

- Complete the transfer of excess real property assets in accordance with applicable DOE directives, including prior written consent from the receiving entity.

- Dispose of excess contaminated real property assets in accordance with applicable DOE directives and federal laws and regulations.

**Boundaries, Constraints, and Interfaces: None.**
C.4.8.5 Performance Measures

Background

The Department uses corporate performance metrics to measure real property asset management performance across DOE elements. DOE elements use FIMS and other information systems to collect the data necessary to support the metrics. DOE elements accountable for real property are responsible for developing real property asset performance measures commensurate with their duties and responsibilities, including: identifying and assessing performance measures annually, establishing performance measures that link performance of program goals and budgets to desired outcomes, establishing annual performance targets for real property assets, and stating expected performance outputs and outcomes in annual direction and guidance. The Department is responsible, on an ongoing basis, for monitoring the real property assets of DOE’s profile in accordance with Executive Order 13327, Federal Real Property Asset Management.

Concerning performance reporting, a DOE-HQ Infrastructure Executive Committee (IEC) annually submits to the DOE Secretary a State of General Purpose Infrastructure Report, and provides Department-wide investment priorities and recommendations intended to improve the effectiveness and efficiency of DOE real property management. The IEC will provide recommendations concurrent with DOE’s budget formulation schedule, including the budget crosscut process, using corporate performance measure results as well as a set of enduring performance measures to determine the effective stewardship of DOE’s real property assets.

Key Customers

- DOE
- OHCs

General Scope and Outcome

The Contractor shall develop annual performance measurement/metrics targets for real property assets in meeting the objectives to demonstrate the desired outcome:

- Making the infrastructure investments it has committed to make; backflow prevention devices) in Increasing the percentage of adequate facilities identified for this Contract;
- Decreasing DM;
- Decreasing underutilized space;
- Eliminating excess facilities;
- Decreasing the annual costs of carrying excess facilities; and
- Decreasing risk to core capabilities due to infrastructure deficiencies.

Detailed Scope and Requirements

The Contractor shall:

- Ensure configuration control of the fire protection systems within, develop real property asset performance measures/metrics targets to demonstrate performance of the expected outcome required in this Contract Section.

Boundaries, Constraints, and Interfaces

Boundaries and Constraints: Real property asset performance measures/metrics targets would be derived using FIMS data.
Interfaces: None.

C.4.8.6.C.1.1.1 Facilities Information Management System (Reporting Systems)

Background

DOE uses FIMS as the real property database for real property, as required by DOE O 430.1C entitled, "Real Property Asset Management," and in accordance to guidance provided by DOE HQ for the annual FIMS data validation, and for real property data related to operations and maintenance. The system provides DOE with an inventory and management tool that assists with planning and managing real property assets. Database management is covered in Section C entitled, "Application Hosting Services."

Real property includes land and anything permanently affixed to it, such as buildings, fences, and building fixtures (e.g., lights, plumbing, heating and air conditioning). The FIMS contains information on both DOE real property holdings, and provides DOE and contractors with online access to DOE facility information. There are ~1,500 facilities, OSFs, and real property trailers with approximately 125 mandatory data fields in the FIMS database. The database holds unclassified information and may be subject to disclosure under FOIA. Complete and accurate information on real property holdings is critical to DOE for managing facilities and reporting to GSA, OMB, and the U.S. Congress.

Key Customers

- **DOE**
  - Perform temporary and/or permanent facility fire protection system deactivations in support of deactivation and decommissioning activities associated with this Contract.
  - Maintain the central auditable records for fire protection system activity within this Contract, as required by federal and State of Washington laws.
  - Perform preventive and repair maintenance to ensure proper functioning of fire protection systems, equipment, and apparatuses. Apply priorities to the fire protection system IT&M for fire alarm and fire suppression systems to ensure that systems are available at least 99 percent of the time.
  - Build up and maintain a cost-effective inventory of fire protection systems spare parts to support this Contract where long-lead procurements will be involved.
  - Perform portable fire extinguisher IT&M.
  - Fire system IT&M shall be performed only by qualified individuals. Individuals performing IT&M on fire suppression and fire alarm systems shall have a minimum Level II certification from the National Institute for Certification in Engineering Technologies (NICET). Contractors may perform fire system IT&M initially without NICET certified individuals but the individuals performing fire system IT&M shall have NICET certifications within one year from the issuance of the NTP. Individuals performing IT&M on backflow preventers shall have a Washington State Backflow Assembly Tester certificate.
  - Services that may be contracted by OHCs through mutual agreement:
    - Fire system IT&M.
    - Portable fire extinguisher IT&M.
    - Backflow preventer IT&M.
    - Site Respiratory Protection, refills, and IT&M.
The Contractor shall perform IT&M of the Hanford Site Radio Fire Alarm Reporting systems.

**Facility Services**

The Contractor shall provide facility services maintenance function for non-radiological facilities that provides a reliable and safe facility services that meet the needs of Site customers in a quality, timely, cost-effective, and energy-efficient manner.

The Contractor shall provide management and administrative oversight for requested facility activities, including planning and directing the work to provide for the following facility services in support of the Hanford Site projects and contractors: facility painting, sign painting, carpentry, locksmiths, refrigerated equipment service, insulation, pipefitting, electrical, sheet metal, instrumentation, cement finishing, glazier work, custodial, movers, equipment calibration, maintenance and repair, and heating, ventilation, and air conditioning maintenance and repair.

**IR/CM Facility Management Services**

The Contractor occupies facilities that house and/or store equipment necessary for the performance of this work scope, and will be responsible for these facilities. This scope of work covers the maintenance, continuity of operations, and security of those facilities the Contractor will be responsible for due to their housing and/or storing equipment, including telecommunications, network, datacenter, server, pager, radio, and other equipment, such as vehicles and machinery.

The Contractor shall:

- Provide IR/CM facility management services to those facilities that house or store equipment including telecommunications, network, datacenter, server, pager, radio, and other equipment which supports the IR/CM work scope.
- Maintain electrical power; supporting systems and panels; required backup generator; and supporting systems for assigned facilities, including: provide cooling and environmental controls, as necessary, to comply with hardware vendor requirements for standard operations.
- Provide minor repair services to assigned facilities.
- Provide physical security management of assigned facilities/structures.
- Monitor assigned facilities/structures for environmental and other physical conditions that could disrupt operations of equipment or services provided within or through the facility/structure.
- Support maintenance activities required by the Hanford Fire Department.
- Respond to power outages or other service effecting events in a manner to minimize impacts to the services provided to OHCs.

**Locksmith Services**

The Contractor shall:

- Provide a Locksmith Program that includes installation, replacement, and maintenance of locks, keys, and access control systems for the protection of nuclear materials (including SNM), facilities with radiological/toxicological sabotage concerns, classified matter, and Government property.
• Maintain a cost-effective inventory of locking hardware and devices, key stock, and spare parts to support Hanford Site security requirements where long-lead procurements are involved.

Boundaries, Constraints, and Interfaces: None.

C.4.8.3 Facilities Information Management System (Reporting Systems)

General Scope and Outcome

The Contractor shall manage the FIMS meeting-specific annual reporting requirements. The FIMS system stores real property asset data, including data for the GSA’s Federal Real Property Profile (FRPP) annual submission. DOE is required to verify and validate the accuracy of each FRPP submission in accordance with 41 CFR 102-84.30, and annually submit the FRPP data in accordance with 41 CFR 102-84.55 entitled, *When are the Annual Real Property Inventory reports due?*

The desired outcome is a reliable FIMS that provides current, complete, and accurate information on real property holdings, enabling informed decision making in the planning, budgeting, operation, maintenance, and disposal of real property. *Complete and accurate information on real property holdings is critical to DOE for managing facilities and reporting to GSA, OMB, and the U.S. Congress.*

Key Detailed Customers

• DOE
• OHCs

Scope and Requirements

The Contractor shall:

• Manage the FIMS in meeting-specific annual reporting requirements, including data for the GSA’s Federal Real Property Profile (FRPP) annual submission, and DOE’s ability to verify and validate the accuracy of each FRPP submission.

Coordinate and integrate with OHCs to collect data, meet

• Meet the data calls and reporting timelines associated with annual DOE reporting requirements as conveyed by DOE contract direction.

• Host and lead, in coordination with DOE and OHCs, provide information to meet new construction offset requirements.

• Conduct a source data/FIMS annual data validation effort of two (2), as required by DOE O 430.1C, *Real Property Asset Management*, and report the scorecard results (red, yellow, or green) to DOE on an annual basis.

• Record on an annual basis the required annual actual maintenance, annual required maintenance RNs, DM, modernization cost, operational cost, and other data elements that need to be updated annually in FIMS at the asset level.

• Host an annual DOE/HQ-led validation exercise of 2 to 3 days, encompassing records review, onsite asset inspection, and validation of a select number of records. Report the scorecard results, and develop a corrective action plan as applicable to DOE on an annual basis.
• Record, on an annual basis, the required annual maintenance costs, and other data elements that need to be updated annually in FIMS at the asset level utilizing the CMMS component level data.

• Maintain FIMS data as complete and current throughout the life cycle of real property assets, including real property related to institutional controls.

• Ensure data is complete, current, and accurate by reconciling FIMS with financial data residing in existing Hanford Site property databases on a quarterly basis and documenting the reconciliation in a file to be maintained by the Contractor’s FIMS database administrator.

• Provide annual updates to the FIMS QA Plan for approval by DOE (the QA Plan is an informal mechanism to assist in the management of this work scope).

• Collect data from OHCs in order to meet mandatory reporting requirements.

• Ensure the integration of GIS data in FIMS, as the capability of FIMS becomes available with the GIS, to logically identify and depict the real property assets in FIMS to the physical assets on the ground.

Performance Measures

• The Contractor shall coordinate and integrate with OHCs to develop DOE real property performance measurement/metrics for the Hanford Site to trend data management and reporting requirements as follows:

  — Real property that DOE holds a legal interest in or right to use, including outright title, must be documented in FIMS, the DOE’s system of record for DOE real property.

  — FIMS data fields shall be kept current throughout the real property asset life cycle management and aligned with the FIMS Data Dictionary.

  — FIMS data must be consistent across DOE to enable comparable reporting and trend analyses.

  — FIMS data shall be used to meet FRPP requirements and the DOE’s DM and other real property reporting requirements including, but not limited to, the DOE’s yearly financial statement.

  — Real property records supporting data maintained in FIMS shall be maintained in accordance with FIMS User’s Guide requirements and retained per applicable DOE directives and federal regulations.

  — Records management changes resulting in revisions to the FIMS User’s Guide shall be coordinated through appropriate governance.

FIMS information regarding real property assets in meeting the following: that have been disposed of, including related institutional controls, must be archived.

• Making the infrastructure investments it has committed to make;

• Increasing the percentage of adequate facilities;

• Decreasing DM;

• Decreasing underutilized space;

• Eliminating excess facilities;

• Decreasing the annual costs of carrying excess facilities; and

• Decreasing risk to core capabilities due to infrastructure deficiencies.
A completion report or equivalent document shall be developed for each disposition project and included in FIMS. The completion report/document must describe, at a minimum, project activities, final facility status, cost information, and verification and validation that specific end-point criteria have been met.

FIMS data shall be verified and validated in accordance with annual guidance, to ensure the accuracy of data.

FIMS data validation documentation (e.g., validation forms, scorecards, corrective action plans) must be maintained for at least five (5) fiscal years.

FIMS data for each site must be annually reviewed for completeness and accuracy by a Site federal representative prior to DOE’s FRPP data submittal to GSA.

Retain records in accordance with established DOE requirements.

**Boundaries, Constraints, and Interfaces**

**Boundaries and Constraints:**

- Real property asset performance measures/metrics trends would be derived using CMMS and FIMS data.
- The DOE uses corporate performance metrics to measure performance of real property across DOE elements.

**Interfaces:** None.

**C.4.8.7C.4.8.4 General Purpose Facility Planning and Management**

**Background**

The scope of General Purpose Facility Planning and Management is coordination, management and integration of office and warehouse needs across the Hanford Site in support of the DOE mission(s) for this contract. This includes the successful maintenance, operation, and monitoring of buildings or properties to sustain the life cycle of these assets. It encompasses multiple disciplines to ensure functionality of the built environment by integrating people, systems, place, process, and technology.

There are ~211 Government owned facilities for this contract. These facilities are located across the Site and comprise of ~980,000 square feet of office, storage and support space, including portions of the Federal Building. In addition, there are 35 commercially leased facilities. These facilities are primarily located in the City of Richland and comprise over ~328,000 square feet of office and support space.

**Key Customers**

- **DOE**
- **OHCs**

**General Scope and Outcome**

The outcome provides for Contractor shall evaluate the ability to coordinate, manage, and integrate the use of general purpose demand and supply of facilities (e.g., office and warehouse space) among and services for the Hanford Site through coordination and integration with DOE and its contractors to achieve DOE
Mission(s) for the Hanford Site collectively develop, maintain, and implement a strategy and objective to support and improve the effectiveness of its primary activities.

**Key Customers**

- **DOE**
- **OHCs**

**Detailed Scope and Requirements**

The Contractor shall:

**As For Facilities Management, the lead, evaluate the supply**

- Provide building management, space planning, and demand of support services to Government-owned facilities for the Hanford Site.

- Develop a Sitewide strategy and objectives for facilities management, space integration, oversight, Cost Account Management, Real Property Management, and administrative reporting, trending, and coordination activities.

- Provide space utilization, workstation and move planning; disposition space use and move requests from customer organizations; develop relocation plans to meet facility vacate and consolidation initiatives; configuration control for facility office and warehouse layouts and configuration controls, move planning and execution, repurposing space, office personnel and warehouse inventory relocations; move coordination for occupancy facility office and warehouse relocations; mobile office administration of information for redeployment, excessing, and building assignment.

- Provide administration. The Sitewide strategy and objectives shall be developed and included as part of the Facility Master Plan.

- Provide administration and maintenance of the Sitewide facility system platform and software to achieve the ability to capture and track of the Caretaker Database; provide occupancy and utilization data for analysis and reporting; to identify availability of excess facilities and capacity for utilization and repurposing space; project management and system analysis; performance measurement data for metrics; maintain and update facility AutoCAD drawings; and provide data entry for moves; ensure the integration of Caretaker Database with the Stewardship Information Portal.

- Develop and provide facility information for data entry into the facility system; such as, but not limited to, trending information, floor plans, workstation layouts, special data, occupancy and utilization data, data analysis and reporting, and data for metrics to ensure optimal utilization.

- Provide information that supports the conduct of maintenance, conditions assessments and FIMS activities.

- Conduct utilization surveys on an annual basis to identify property that is not utilized or is underutilized or not being put to optimum use.

- Support the Hanford Site mission by providing building management, space planning, and support services for leased facilities, including portions of the Federal Building and Steven Center Complex occupied by DOE and its contractors.
Coordinate with DOE and OHCs contractors to provide cost-effective, efficient, safe, and secure office and warehouse space utilization to meet their operating requirements.

For Space Utilization & Move Planning, the Contractor shall:

- Annually conduct a space utilization survey on all assets per DOE O-430.1C.
- Review and disposition space use and move requests from customers.
- Integrate space and move requests to meet strategic planning goals and objectives.
- Develop and execute relocation plans to meet facility vacate and consolidation initiatives.
- Provide configuration control for facility office and warehouse layouts and personnel and inventory relocations.
- Maximize space utilization in leased office and warehouse facilities to meet identified performance objectives.
- Provide lease administration for commercial and GSA leases within the occupancy pool.
- Provide move coordination and scheduling for personnel relocations.

For Administration of the Caretaker Database, the Contractor shall:

- Provide occupancy and utilization data analysis and reporting.
- Provide project management and system analysis.
- Provide performance measurement data for metrics; maintain and update AutoCAD drawings; and data entry for moves.

For Facility Management and Building Administration, the Contractor shall:

- Lead the Joint Contractor Space Utilization Board Committee composed of representatives from DOE and its OHCs to promote efficient space utilization and repurposing space.
- Provide building engineering and move support for DOE occupied assigned Federal Building space and the Stevens Center Complex, the Hanford Training Center, and other leased facilities.
- Provide facility workstation layouts and configuration control to ensure optimal utilization.

**C.4.8.8 Locksmith Services**

Locksmith services potentially involve over 600 Government/Contractor facilities and Government-leased and Contractor-leased facilities across the Hanford Site.

The Contractor’s Locksmith Program shall include installation, replacement, and maintenance of locks, keys, and access control systems for the protection of nuclear materials (including SNM), facilities with radiological/toxicological sabotage concerns, classified matter, and Government property.

The Contractor shall maintain a cost-effective inventory of locking hardware and devices, key stock, and spare parts to support Hanford Site security requirements where long-lead procurements are involved.
Boundaries, Constraints, and Interfaces: None.

C.4.9 Environmental Stewardship and Management

C.4.9.1 Land Management

The desired outcome is an integrated, and compliant Land-Use Planning and Management (CLUP) program for the Hanford Site that is protective of human health, safety, cultural resources, natural resources, and sustained good stewardship.

Key Customers

- DOE
- OHCs

Scope and Requirements

Actions involving the planning, acquisition, management, and disposition of interests in real estate shall be reviewed and approved by a Certified Realty Specialist (CRS), as appropriate, prior to execution. Real estate actions, subsequent to CRS review and approval, are executed at the appropriate level of delegated authority, such as authority possessed by a Real Estate Contracting Officer.

The Contractor shall:

- Provide Land Management services for the Hanford Site, in general and specific parcels, including day-to-day implementation of the CLUP, planning and management of General Purpose Facilities, and disposal of real property interests, such as easements, licenses, permits and leases, as required by DOE O 430.1C entitled, Real Property Asset Management, as amended, and other applicable laws and regulations.

Background

Existing development and contaminated sites drive requirements for the continued use of property by DOE and place limitations on the property for future development or release of property. Almost half of the Hanford Site includes the Fitzner-Eberhardt Arid Lands Ecology (ALE) Reserve, McGee Ranch, and Wahluke Slope as safety buffer areas that are now managed as a National Monument. The USFWS, through a permit from DOE, manages the ALE and the Wahluke Slope. There are also outgrants (easements, licenses, permits and leases) to non-DOE entities to provide access to electrical, telecommunication, and state road systems on the Hanford Site. A real estate agreement is required for non-DOE governmental agencies or private parties desiring to use real property at the Hanford Site. Outgrants and transfers of federal property are issued by DOE. The Hanford Site operates within a CLUP that was established by an EIS Record of Decision (ROD).

Key Customers

- DOE
- OHCs

Perform General Scope and Outcome

Actions involving the planning, acquisition, management, and disposition of interests in real estate must be reviewed and approved by a CRS, as appropriate, prior to execution. Real estate actions, subsequent to CRS review and approval, are executed at the appropriate level of delegated authority, such as authority possessed by a RECO.
The Contractor shall perform management of real property at the Hanford Site for DOE and coordinate the use of real property among OHCs.

The Contractor shall perform a range of real property activities, such as conducting land-use planning for areas and specific parcels; conducting reviews and integrating land-use requests for new facilities, infrastructure systems, land improvements, or change of land use; conducting land management activities, including day-to-day implementation of the CLUP; managing land-use requirements and beneficial reuse of land; and conducting real estate activities in the outgrant and disposal of real property or interests therein.

The Contractor shall provide support for Hanford land conveyance to potential Land Conveyance activities in response to land transfer requests (radiological release, environmental, cultural, and within DOE’s real estate due diligence) to ensure the integrated project schedule. Analyze for DOE’s responses to land transfer requests received.

The desired outcome is an integrated, CLUP-compliant Land Use Planning and make a formal recommendation to DOE to resolve Management program for the Hanford Site boundary disputes that is protective of human health, safety and cultural/natural resources and sustained good stewardship.

Detailed Scope and Requirements

C.4.9.1.1 Comprehensive Land-Use Plan

The Contractor shall implement the CLUP as directed or interpreted by DOE. The Contractor shall assess the need for updating the existing or developing new Area Management Plans and Resource Management Plans. In coordination with OHCs, the Contractor shall develop new plans and update existing plans where and when applicable and submit them to the DOE for approval. The Contractor shall maintain, implement, and distribute approved plans to OHCs. The Contractor shall develop and maintain a website for communicating real property asset management and resource management (for cultural see Section C entitled, Cultural and Historical Resource Program and for ecological see Section C entitled, Ecological Monitoring and Compliance) information, including land use decisions, to OHCs.

C.4.9.1.2 NEPA 5-Year Supplemental Analysis

The Contractor shall conduct a Supplemental Analysis in accordance with 10 CFR 1021 for the Site-wide CLUP to ensure the Plan is relevant and current. If the Contractor, through the Supplemental Analysis, determines the CLUP requires revision, the Contractor shall assist DOE in taking necessary actions.

C.4.9.1.3 Land-Use Planning

The Contractor shall perform land-use planning and management activities at the Hanford Site. The Contractor shall manage real property by reviewing property uses, reclassifying land use and facilities, investigating and characterizing land, monitoring misuse of property or encroachments, identifying orphan or unknown land uses (e.g., non-pristine land, hazards, and waste sites), dispositioning non-permitted activities, tracking and documenting land-use occurrences and activities, and providing support to DOE with required boundary line adjustments.

The Contractor shall:

• Perform land-use planning, Site evaluations, and manage excavation permits for the Hanford Site, and coordinate with OHCs that have ownership or landlord responsibility of specific assets.

• Ensure the integration of Site evaluation records and excavation permit records with the Stewardship Information Portal.
Monitor and assess the use of real property to assure compliance with restrictions, such as institutional controls.

Ensure land use actions of one project do not impede safety or completion of other projects.

Obtain from DOE and other Site contractors data and information necessary for performing Hanford Site land-use planning and management (e.g., input to the Land Management Tracking and Documentation System, participation in the Site Selection and Excavation Permit process, coordination of input into the ISAP, and input to the Five Year Site Plan [FYSP]).

Develop, maintain, and implement an integrated, up-to-date comprehensive Land Management Tracking and Documentation System that accomplishes the following:

- Maps and documents land uses, including such as the Sitesite constraints, identified deficiencies in land, identified radioactive materials, waste, and hazardous conditions of the real property, post cleanup waste sites, and institutional control requirements as imposed by specific regulatory decisions, real property improvements, authorized basis, and other land-use occurrences and activities affecting land.
- Maintains real property assets and identifies corrective actions for deficiencies in land use. Documents and tracks land-use deficiencies until corrective actions are completed.

Support DOE in the correction of boundary encroachments (trespasses) and boundary line adjustments.

Administer and manage the Site Selection and Excavation Permit process.

Apply ISMS principles.

Ensure potential hazards are adequately identified, recorded, and communicated.

Apply risk management principles including, but not limited to, control or mitigation of potential hazards.

Ensure site selection activities that identify potential risks to workers receive sufficient analysis—e.g., potential vapor exposure at site of occupied facility or congregation area.

Streamline and integrate procedures for project review, respecting NEPA and similar requirements where applicable.

Ensure project consistency with the Hanford CLUP and implementation objectives.

Provide early warning to projects about constraints or hazards associated with a Sitesite, which could affect their design, Sitesite infrastructure, or other operations.

Establish and manage the Hanford Borrow Pit Management Program. Borrow source materials support Hanford Site cleanup by providing materials for road construction, backfill for remediation actions and materials for construction of caps for contaminated areas. Borrow Pit Management includes, but is not limited to:

- Providing cost-effective availability of borrow pit source materials on the schedule needed to support cleanup missions:
- Managing Coordinate across Hanford contractors to support prompt and optimum resolution of conflicts.
  - Manage borrow pits;
  - Updating, maintaining and updating the Industrial Mineral and Conservation Plan to account for the materials needed for cleanup;
  - Implementing the updated Industrial Mineral and Conservation Plan activities in the Contract Performance Baseline (CPB), and the Hanford Site Life Cycle Cleanup Program Baseline; and
  - Ensuring the integration of borrow pit data with the Stewardship Information Portal.

- Remove abandoned vehicles and mass dumpings (e.g., household garbage, tree stumps, building material, car parts, household furniture, and concrete).

- Provide periodic surveillance of lands, wherein DOE has an MOA or other use agreement with a federal, state, or local agency (e.g., Vernita Bridge boat launch), and raise issues to the attention of DOE for resolution, if necessary.

- Construct and place barricades, gates and short lengths of fencing, and install information signs and special signage on the Hanford Site, including signs to protect natural and cultural resources.

- Conduct cadastral land surveys as directed by DOE.

- Provide support for the development and administration of outgrants (easements, licenses, permits, and leases), transfers, and supporting utilization surveys, and plan for and administer property transfers on the Hanford Site.

- Maintain real estate records identified by DOE, and ensure the integration of real estate records with the Stewardship Information Portal.

- Prepare real estate reports as identified in 41 CFR 102, Property Management Regulations, for the Stewart B. McKinney – Vento Homeless Assistance Act, Title V: Identification and Use of Surplus Federal Property, (300 and 400 Areas complete).

- Prepare real property assets for disposition, including potential reuse for other missions, when DOE identifies that a program mission is no longer required. Identify real property assets that are likely to be declared as excess in a ten (10) year planning horizon, and the anticipated current year of excess. This information shall be included in FIMS, the FYSP, and Site planning activities as required by DOE O 430.1C, Real Property Asset Management, as amended.

- Coordinate and develop the FYSP and real property planning for the Hanford Site as required by DOE O 430.1C, Real Property Asset Management, as amended.

- Assist DOE in the acquisition of leased space from the private sector, to include market surveys, advertising, appraisals, and lease preparations.

- Develop information required for the Integrated Facilities and Infrastructure budget and ensure this information is included in FIMS and the FYSP, and support Hanford Site planning activities (e.g., Hanford Site Population forecasts) in accordance with DOE O 430.1C, Real Property Asset Management, as amended.
- Integrate and coordinate a site-wide mitigation strategy, planning, and banking system to offset known impacts resulting from various projects.

- Maintain the Stewardship Information Portal and ensure the integration of data from, but not limited to, the following data systems:
  - Ecological Information System,
  - WIDS and Wells,
  - LTS Stewardship Information System,
  - Real Estate Records,
  - Borrow Pits,
  - Site Evaluations,
  - Site Excavation Permits,
  - FIMS,
  - CAIS,
  - Hanford Structure Responsibility Assignment Matrix,
  - Site Structures List,
  - Caretaker II,
  - Chemical Information Tracking System, and
  - Hanford Fire Occupancy Permits.

Boundaries, Constraints, and Interfaces

Boundaries and Constraints: None.

Interfaces: Federal, state, and local agencies, and the MAPR (and/or its contractor) involved with the use or management of real property.

C.4.9.2 Site Access and Use

Background

Future activities will be consistent with the CLUP (DOE 1999). The CLUP provides the framework within which future use of the Hanford Site’s land resources occurs.

The U.S. Department of the Interior (DOI) was assigned roles and responsibilities for Hanford Site land and resource management in 2000 (Hanford Reach National Monument [Monument] established), and in 2015 (Manhattan District National Historical Park [Park] law). DOE and DOI have developed MOUs for management of the Monument and Park. In addition, DOE has entered into MOUs with Tribal Nations as part of its ongoing tribal consultation regarding increased tribal access, use, and potential roles for users’ management on some Hanford Site lands.

Key Customer

- DOE

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5 See Presidential Proclamation 7310, Establishment of the Hanford Reach National Monument, Public Law 100-605 and amendment (Public Law 104-333, Section 404), Hanford Reach Study Act, Hanford Reach Preservation; Section 3039 of the Carl Levin and Howard P. “Buck” McKeon National Defense Authorization Act for Fiscal Year 2015, Public Law 113-291, Manhattan District National Historical Park
General Scope and Outcomes

The Contractor shall support DOE in the performance of the comprehensive implementation and integration of Site Access and Use activities, while managing within the constraints of one of the nation’s largest and most complex environmental cleanup projects.

The Contractor shall support the DOE in the implementation of the interagency mechanisms for communicating and addressing land-use plans and proposals through the Hanford Access and Use Forum. The primary purpose of the Forum is to promote transparent, ongoing interagency coordination and collaboration on Hanford Site land uses, and provide informed and timely recommendations and advice to DOE. The desired outcome of the Forum is to effectively and efficiently foster community, tribal and stakeholder relationships, and to provide information about the possibilities of providing public access and use of the Hanford Site, the process for assessing such use and access, then actually providing the support necessary for such use and access.

Key Customer

- **DOE**

Detailed Scope and Requirements

The Contractor shall:

- Support DOE in the performance of comprehensive implementation and integration of Site access and use activities, while managing within the constraints of one of the nation’s largest and most complex environmental cleanup projects.

The Contractor shall:

- Assist DOE with access and use requests and activities.
- Assist in the development of land use strategies and activities consistent with the CLUP.
- Support the development and implementation of the Hanford Access and Use Forum.
- Support responding to inquiries from external entities and provide direct response to external parties if requested by DOE.
- Provide staff and resources to support DOE in meeting its objectives and obligations for access and use; this includes providing staff support for interactions with the Hanford Access and Use Forum.
- Identify current and upcoming issues of public interest related to DOE, design outreach strategies, create informational material, and facilitate interactions. Products and interactions will be approved by DOE in advance.
- Support management and development of Site Access and Use website.
- When requested by DOE, participate in meetings and briefings to update interested external parties on activities.
- Work with DOE to strategize, plan, arrange logistics for and conduct visits to projects and facilities by external parties, as requested by DOE.
- Prepare Site Access and Use communication materials, such as presentations, fact sheets, specialized graphics and charts, large posters, and photography.
Boundaries, Constraints, and Interfaces

Boundaries and Constraints: The Contractor shall receive DOE approval prior to externally releasing information related to the Hanford Site.

Interfaces: None.

C.4.9.3 Post-Cleanup Surveillance and Maintenance

The desired outcome is effective and efficient stewardship of Hanford Site resources, which protects human health and the environment following remediation.

Key Customer

- DOE

Background

The DOE EM Program has the cleanup and landlord responsibilities for the Hanford Site. The Hanford Site cleanup is currently scheduled to be completed around year 2060. Upon completion of the cleanup, the Hanford Site is expected to be transferred to the DOE Office of Legacy Management. The mission of the DOE Office of Legacy Management is to manage DOE post-closure responsibilities and ensure the future protection of human health and the environment. This Office of Legacy Management has control and custody for legacy land, structures, and facilities and is responsible for maintaining them at levels suitable for their long-term use. It is DOE’s intent that areas of the Hanford Site where cleanup is completed be managed in a manner consistent with LTS goals, until transfer to the DOE Office of Legacy Management.

Key Customer

- DOE

General Scope and Requirements

Elements within this work scope may include engineered and non-engineered institutional controls designed to contain or to prevent exposures to potential residual contamination and waste, surveillance activities, record-keeping activities, inspections, groundwater monitoring, ongoing pump and treat activities, cap repair, maintenance of entombed buildings or facilities, maintenance of other barriers and containment structures, access control, and posting signs.

The Contractor shall:

- Provide for integrated planning of this work scope for the entirety of the Hanford Site, and interim execution of these activities for portions of the Site assigned to the Contractor. The Contractor shall institutionalize these activities across the Site.

The desired outcome is effective and efficient stewardship of Hanford Site resources, which protect human health and the environment following remediation.

Detailed Scope and Requirements

The Contractor shall:

- Institutionalize these activities across the Site.
Maintain a requirements-driven plan for these activities, in accordance with CRD O 430.1 entitled, Real Property Asset Management, and CRD O 436.1 entitled, Departmental Sustainability, and address, at a minimum, the elements listed below:

- Responsibilities;
- Protectiveness of remedies;
- Protectiveness of the environment;
- Transition from cleanup to S&M;
- Communication (internal/external);
- Information management;
- Implementation; and
- Interfaces with other programs.

Maintain the safety basis and implement the controls specified in the Final Hazard Categorization for Surveillance and Maintenance of 100 Area Reactor Buildings. Changes to the document shall be provided for DOE approval.

Maintain, update, and execute the S&M Plans for each segment or parcel of land, and each reactor Safe Storage Enclosure (SSE) transitioned from the cleanup program to S&M. The Plan shall address activities (e.g., maintaining institutional controls required by ROD(s) record-keeping, inspections, groundwater monitoring, cap repair, maintenance of entombed buildings or facilities, maintenance of other barriers and containment structures, access control, and posting signs) necessary to ensure protection of human health and the environment following completion of remediation, disposal, or stabilization of a site or a portion of a site.

Work with cleanup contractors, as their area transition and turnover packages are being developed, to ensure a smooth transition from the cleanup program into S&M. Each area transition and turnover package will be tied to a defined decision document (such as CERCLA Record of Decisions [ROD]) geographical area. The deliverable for each subsequent S&M Plan for DOE approval, shall be submitted in sequence with the cleanup contractor’s area transition and turnover package, for a given parcel, or segment, or facility. Transition shall also include development and submittal, to DOE, the necessary safety basis documentation, as required.

Prepare and provide the necessary documentation, and participate as part of the integrated project team to transition cleaned-up areas from post clean-up surveillance and maintenance to the Office of Legacy Management.

Ensure information management requirements are addressed in subsections of the Infrastructure Scalability Solution and Implementation Plan (ISSIP).

Maintain, and update, and execute the Sitewide Institutional Controls Plan (TPA primary document) necessitated by applicable DOE-approved decision documents.

Perform required institutional control assessments for portions of the Site that have been assigned to the Contractor, and coordinate with DOE and OHCs to compile the results of the annual Hanford Sitewide Institutional Controls Assessment.

Coordinate with DOE and OHCs Site contractors to compile and prepare the Hanford Sitewide CERCLA 5-year reviews, comment response, interim documentation, and lessons learned, in
accordance with Hanford Site CERCLA RODs, Hanford Site RCRA post-closure plans, and RCRA Permit corrective actions.

- Execute post-cleanup S&M for those portions of the Site that have been assigned to the Contractor.
- Execute work for those portions of the Site assigned to the Contractor, in accordance with the Hanford Post-Cleanup Program Plan, S&M Plans, and information management requirements addressed in the ISSIP.
- Conduct well-organized, economical, and thorough transitions from other Site contractors and newly-assigned land into the Contractor’s post-cleanup program, in accordance with the Hanford Post-Cleanup Transition Checklist, and the Transition Checklist Process.
- Coordinate with DOE and OHCs to compile and prepare Hanford Site-wide assessments of institutional controls in accordance with Hanford Site CERCLA decisions.
- Notify DOE of discoveries with the potential to affect human health and the environment, requiring significant remediation actions (for newly identified or previously closed waste sites) for those portions of the Site assigned to the contractors. DOE may direct the subsequent remediation, using the Contractor or OHCs.
- Maintain Hanford’s Post-Cleanup Program website.
- Support DOE in preparing briefings (e.g., senior management briefings, Hanford Advisory Board briefings, and others as requested).
- Maintain and update a punch list of items that may or will require future DOE decisions for possible cleanup or other actions.
- Maintain, update and continue to populate the Stewardship Information System data management tool and support the integration with the Stewardship Information Portal.
- Assist DOE in integrated planning of Hanford Site activities, including performing studies and analysis of long-term needs, preparing plans and manuals, and ensuring the post-cleanup principles and requirements are reflected in the Hanford Site resources and area management plans.
- Coordinate with the MAPR (and/or its contractor) to provide access to Historic Sites for the purpose of planning and executing stabilization and interpretation projects, consistent with the MAPR mission for pre-Manhattan Project resources.

Boundaries, Constraints, and Interfaces

Boundaries and Constraints:

- The majority of the River Corridor has been cleaned up, and a substantial portion of the Hanford Site geographical area has been assigned to the Contractor. The Central Plateau portions of the Site are not planned to be transitioned to the Contractor at this time.
- The Hanford Site cleanup is currently scheduled to be completed around year 2060.

Interfaces: Federal and state regulators, the Hanford Advisory Board, Tribal Nations, and local municipalities for the purpose of regulatory compliance; the MAPR (and/or its contractor).
C.4.9.4 Tribal Nations

**Background**

Since the Hanford Site was established, the Tribal Nations have stated there are areas of special significance located within the Hanford Site. DOE works with the Confederated Tribes and Bands of the Yakama Nation, Confederated Tribes of the Umatilla Indian Reservation (CTUIR), the Nez Perce Tribe, and the Wanapum Band. The role of Tribal Nations is guided by DOE O 144.1, *Department of Energy American Indian Tribal Government Interactions and Policy*, in communicating DOE, programmatic, and field responsibilities for interacting with American Indian governments. DOE O 144.1 incorporates both the policy and the consultation guidance for working with Tribal Nations, and defines cultural resources as including sacred sites that have importance to American Indian peoples. Under Executive Order 13007, *Indian Sacred Sites*, as federal managers of the Hanford Site, DOE should accommodate access and use, and avoid adversely affecting the physical integrity of sacred areas.

The Contractor shall assist DOE on an ongoing basis to achieve meaningful consultation with American Indian tribes on a Government-to-Government basis.

**Key Customers**

- **DOE**
  The desired outcome is to inform and involve the Tribal Nations as part of cleanup decision making processes to ensure that affected tribes can be involved early and often in activities.

- **Tribal Nations**

**General Scope and Requirements Outcomes**

The Contractor shall:

- Designate a point(s) of contact within its organization to interact with the CO and in coordination with the DOE Tribal Program Manager and DOE Tribal Program Specialist.

- Ensure activities and work conducted by the Contractor or its subcontractors at the Site appropriately protect the human health and safety, environment, cultural resources, treaty rights, reserved treaty, and other legal rights of the federally recognized American Indian Tribes.

- Ensure adequate and appropriate contractor management visibility and accountability within the Contractor’s organization, and appropriate integration with DOE’s American Indian Tribal Government interactions. Use existing DOE training programs or develop educational materials to train employees about affected tribes, their tribal governments, culture, treaty, and reserved treaty and other legal rights. If materials need to be developed, coordination shall occur with DOE the DOE Tribal Program Manager.

- Communicate timely and openly with the CO, DOE Management, the Tribal Program Manager and the federally recognized American Indian tribal governments, about the Contractor’s proposed work that may involve tribal rights and interests (including, but not limited to, environmental monitoring and compliance, emergency operations and management, and local citizens’ advisory boards). Include tribal governments through the development and implementation of proposed work. Notification is intended to allow for reasonable and timely comment by the American Indian Tribes prior to the preparation and execution of the proposed work.
Support and cooperate with DOE in meeting its obligations, under applicable laws, regulations, treaties and other applicable agreements, in its Government-to-Government relations and consultation with federally recognized American Indian Tribal Governments.

DOE will coordinate with the Contractor on work identified in the MOUs with the CTUIR and the Wanapum Band of Indians, existing agreements made with tribes as part of mitigations for NEPA or the National Historic Preservation Act of 1966 (NHPA), and future agreements made with tribes as part of mitigations for NEPA or NHPA.

**Detailed Scope and Requirements**

DOE may coordinate with the Contractor to support activities such as:

- Tribal revegetation and rehabilitation project action.
- Support of a tribal sampling and data management program.
- Implementation and oversight of management plans for tribal access and use of cultural protected areas.
- A tribal seed collection protocol.
- Collaboration with DOE to support tribal participation in post-cleanup S&M activities.
- Coordination with the DOE Tribal Program Manager and Tribal Specialist for tribally related activities and Government-to-Government consultations.

**Boundaries, Constraints, and Interfaces:** None.

**C.4.9.5 Hanford Natural Resource Damage Assessment**

**Background**

Under the umbrella of CERCLA, when contaminant releases are suspected to have led to “injury” of natural resources, federal law requires Government officials, acting as natural resource “trustees,” to conduct a natural resource damage assessment (NRDA) process. The objective of this process is to restore, replace, or acquire the equivalent of the injured natural resources and to compensate the public for loss of services that occurs while natural resources are in an injured state. The DOI promulgated regulations that establish a framework and a set of procedures for conducting an NRDA. These regulations define three sequential NRDA phases:

- Pre-assessment;
- Injury assessment; and
- Post-assessment/restoration.

The post-assessment/restoration phase may involve restoration in some areas of the Hanford Site. During the post-assessment/restoration phase, the trustees prepare an assessment report and make a formal claim for damages from the responsible parties. On settlement of the claim or awarding of damages, this phase concludes by implementing a restoration plan. The objectives of this plan are to restore affected natural resources to their baseline condition and compensate the public for the interim loss of services resulting from those resources. Although most restoration projects begin during the post-assessment phase, some restoration projects may occur earlier in the NRDA process. The Hanford NRTC may agree upon early restoration activities on Hanford, where feasible and appropriate, to accelerate Site recovery.
**Key Customers**

- DOE
- OHCs

**General Scope and Outcomes**

The Contractor shall provide technical, project management and administrative support to DOE associated with NRDA. The desired outcome is a program that produces integrated, compliant, and credible information that directly supports the Natural Resource Damage Assessment (NRDA).

**Key Customers**

- DOE
- OHCs

**Detailed Scope and Requirements**

The Contractor shall:

The Contractor shall provide:

- Technical, project management, and administrative support to DOE to meet its Hanford NRTC obligations, including performing studies and assessments, attending meetings, coordinating scientific information, retrieving document(s), and providing meeting summaries, as determined by DOE.

- Technical, project management, and administrative support to DOE associated with NRDA activities.

- Support NRDA projects for the Hanford Site.

- Provide support of sampling and analysis for radiological release of selected lands, as determined by DOE.

- Interpretation of technical environmental data for the public, as directed by DOE.

**Boundaries, Constraints, and Interfaces**

Boundaries and Constraints: None.

Interfaces: NRTC members, their organizational staff and contractors.

**C.4.10 Environmental Integration**

The desired outcome of the Environmental Integration is to ensure the public, workers, and environment are protected by providing regulatory licensing, advice, and inter-contractor coordination on safety, health, quality, and environmental scope in support of an efficient, effective, and sustainable Hanford remediation.
Key Customers

- DOE
- OHCs

Scope and Requirements

The Contractor shall maintain corporate capability in the area of Environmental Integration with respect to DOE’s mission, which includes cleanup, federal land, natural and cultural resources management, legacy management, and compliance with environmental requirements.

The Contractor shall provide integration services, including developing and managing a system where common elements of the work are identified for programs and Site Users, and the system and information are organized such that information is:

- Efficiently stored and retrievable;
- Avoids duplication of studies and field surveys; and
- Reduces redundancy of databases.

For the purposes of the Environmental Integration work scope, the term Sitewide may mean, depending on the context, a program, activity, study, or document for the Site, or individual activities, studies, or documents across the Site. DOE approved or funded activities off the Hanford Site may require environmental regulatory review and contractor support.

C.4.10.1 NEPA Planning and Program Support

The desired outcome is the capability to support and integrate DOE’s NEPA program administration with OHCs.

Key Customers

- DOE
- OHCs
- PNNL

Scope and Requirement

The Contractor shall provide capability to support DOE in compliance with NEPA. The Contractor shall provide assistance to the Hanford NEPA Compliance Program upon request and as directed by DOE to:

- Develop and implement NEPA compliance policies and procedures.
- Develop and implement employee training.
- Assist with the preparation of NEPA documentation and related ecological and cultural resource studies.
- Develop and manage the records system, including for the NEPA AR.
- Provide integrated NEPA support and NEPA project tracking systems.

The Contractor shall ensure that NEPA review is initiated early in the planning process for actions defined below and fully integrated with work planning and control processes for:

- Adoption of official policy, such as rules, regulations, and interpretations;
• Adoption of formal plans that guide or prescribe alternative uses of federal resources, upon which future agency actions will be based;

• Adoption of programs, such as, actions to implement a specific policy or plan, or systematic and connected agency decisions allocating agency resources; and

• Approval of projects, such as, construction or management activities.

The Contractor shall:

• Provide applicable data, requested reviews and analyses, and prepare NEPA documents as required by DOE, prepare NEPA Review Screening Forms, and provide support, as requested, by DOE for Environmental Impact Statements (EIS) prepared by offsite contractors.

• Conduct the necessary fieldwork, studies, and prepare documentation for non-DOE NEPA actions when requested by DOE.

• Prepare State Environmental Policy Act (SEPA) documents as requested by DOE.

In coordination with OHCs, the Contractor shall:

• Develop guiding principles and procedures for an integrated administration of NEPA Planning and Program Support. OHCs are responsible for their contract responsibilities; however, the Contractor shall provide the integration of NEPA across the Hanford Site.

• Include in the Contractor’s guiding principles and procedures an efficient, holistic and comprehensive approach for accomplishing functionally-related work that avoids segmentation of a plan or project into smaller components based on, for example, fiscal year funding.

• Provide a summary of the status of ongoing and expected NEPA projects for the coming year to DOE by November 30.

• Evaluate the impacts of new environmental laws, legislations and regulations related to NEPA or SEPA, and include an assessment of the cost impacts or savings associated with implementation and promptly notify DOE of results. The Contractor’s assessment of new or proposed changes to NEPA or SEPA shall be provided to DOE.

• Provide a forecast for the Annual and Multi-Year Baseline of NEPA documents and planning strategies, expected for the coming year, to the DOE.

• Develop, manage, maintain, and perform an annual assessment of the official NEPA AR database to determine the adequacy of the AR to meet regulatory requirements. Propose corrective actions and a schedule for implementation, which shall be provided to DOE.

The Contractor shall conduct periodic reviews of NEPA compliance efforts at the policy and line levels as part of its performance assurance program. The Contractor shall not undertake on DOE’s behalf an action that is subject to NEPA until DOE has notified the Contractor that DOE has satisfied applicable NEPA requirements.

Boundaries, Constraints, and Interfaces

Boundaries and Constraints: The Contractor provides support to DOE, at DOE’s request, and may not make NEPA or SEPA commitments or represent DOE to others. None.
Interfaces: At the request of DOE, interfaces include DOE (for Pacific Northwest Site Office [PNSO]/PNNL activities performed on the Hanford Site), OHCs, other Hanford users, stakeholders, public, and tribes.

Interfaces: NRTC members, their organizational staff and contractors.

C.4.9.6C.4.10.2 Cultural and Historical Resource Program

Background

The Hanford Site contains numerous archaeological sites, historical sites, districts, buildings, landscapes, and associated collections and artifacts dating from 11,000 years ago to the plutonium production of the Manhattan Project and Cold War period, as well as cultural protected areas and traditional cultural properties of cultural and religious significance to contemporary communities. The Cultural and Historic Resource Program directly, in conjunction with OHCs, assures compliance with associated laws, DOE orders and policy directives, and legally-binding agreements designed to identify and protect these resources.

Key Customers

- DOE
- OHCs

The desired outcome of the Cultural and Historic Resource Program is preservation and protection of DOE’s cultural and historical resources, buildings, landscapes, and cultural protected areas in accordance with applicable laws, regulations, and agreements.

Key Customers

- DOE
- OHCs

General Scope and Requirements

The Contractor shall:

- Develop, coordinate, integrate, and maintain the Cultural and Historic Resource Program.
- Protect Hanford Site cultural and historic resources.
- Coordinate associated reviews of federal undertakings conducted on the Hanford Site.
- Document potential effects and address real or potential impacts to cultural resources.
- Protect important cultural resources, and maintain and manage cultural resource records, and associated records.

The desired outcome of the Cultural and Historic Resource Program is that DOE’s cultural and historical resources, buildings, landscapes, cultural protected areas and associated artifact collections on the Hanford Site are preserved, protected and curated in accordance with applicable laws and regulations and agreements.
Detailed Scope and Requirements

C.4.9.6.1C.4.10.2.1 Program Development, Coordination, and Integration

The Contractor shall:

- Implement the Hanford Cultural Resources Management Plan and provide DOE an updated Plan every five (5) years.

- Develop, implement and maintain procedures to comply with the requirements of the NHPA, American Indian Religious Freedom Act of 1978 (AIRFA), Archaeological Resources Protection Act of 1979 (ARPA), Native American Graves Protection and Repatriation Act of 1990 (NAGPRA), and other applicable cultural resources, laws, regulations, agreements, and DOE orders and policy directives.

- Integrate, maintain, and use cultural and historic resource documentation available to support determinations of the potential impacts of planned Hanford Site activities prior to initiating operations.

- Coordinate fieldwork and surveys with OHCs, Tribal Nations cultural representatives, and, as needed, stakeholders and interested parties.

- Integrate cultural resource activities in coordination and communication with OHCs, Tribal Nations cultural representatives, and, as needed, stakeholders and interested parties. Maintain a long-term protection program at National Register of Historic Places (NRHP) and NRHP-eligible sites, buildings, landscapes, cultural protected areas, archaeological sites with human remains, and high-risk archaeological areas.

- Protect and minimize impacts to NRHP-eligible sites, archaeological sites with human remains, and high risk archaeological areas by Hanford Site activities.

- Evaluate and document impacts to protected resources, as required by NHPA, AIRFA, ARPA, NAGPRA, and Executive Order 13007, Indian Sacred Sites, as directed by DOE.

- Coordinate, assess, and provide treatment and mitigation options to DOE, for sites and cultural resources impacted by natural or human actions. Develop and conduct Cultural Resources Awareness and Cultural Resources Management training for OHCs, and update and maintain the DOE Cultural Resources Training modules, as needed.

- As requested by DOE, provide input to the Report to Congress on the Federal Archeology Program.

- Assist the Hanford fire and emergency response activities by providing information on sensitive cultural areas, as needed.

- At CO direction, maintain and operate visitor center(s) and/or historic sites.

- Support cultural resource monthly meetings.

C.4.9.6.2C.4.10.2.2 National Historic Preservation Act Section 106 Compliance

The Contractor shall:

- Meet professional standards under regulations developed by the Secretary of Interior Standards and Guidelines (36 CFR 61, Procedures for State, Tribal, and Local Government Historic Preservation Programs).
• Develop criteria and guidance for determining when NHPA Section 106 reviews are necessary.

• Conduct NHPA Section 106 Reviews and associated draft agreement documents for DOE and the OHCs.

• Comply with and track implementation and completion of NHPA Section 106 reviews and associated work conditions, MOAs, programmatic agreements, treatment plans, and cultural management plans.

• Provide a forecast for the Annual and Multi-Year Baseline of NHPA Section 106 reviews expected for the coming year to DOE.

• Prepare cultural resource information for NEPA documents or other publically releasable documents in compliance with confidentiality requirements in NHPA and the Archaeological Resources Protection Act (ARPA). Provide the information or document to DOE for review and comment.

• Prepare overarching cultural and historic resource program goals and objectives to support the DOE mission. Identify the strategic and tactical actions and activities necessary to achieve the identified cultural and historic resource program goals and objectives.

**National Historic Preservation Act Section 110 Compliance**

The Contractor shall:

• Protect and monitor cultural resources that are listed in or may be eligible for the NRHP in a way that considers the preservation of their historic, archaeological, architectural, and cultural values.

• Support preservation of cultural resources including identification, evaluation, and nomination to the NRHP.

**Native American Graves Protection and Repatriation Act Compliance**

The Contractor shall:

• Meet professional standards for the identification of human remains and faunal materials.

• Support inadvertent discoveries of human remains procedures, as needed.

• Maintain and manage inadvertent discovery information.

**Information Management for Cultural Resources**

The Contractor shall:

• Meet professional standards for information management, including oral histories.

• Maintain and manage Hanford Site cultural resource project and site files, reference library, databases, and digital archives, including the GIS database and records associated with Hanford collections and oral histories. Access and provide records in accordance with the procedure.

• Develop and manage a Sitewidesite-wide Cultural Resources tracking system.

• Develop, integrate, implement and maintain an e-106 system for data sharing, security, and access, with robust data summary report-writing capabilities and the ability to generate automated correspondence.

• Develop and implement a procedure specifying data requirements and standards, QC measures, digitation of old records, curation and access protocols and data integration and updating strategies.
• Provide regular updates to support the Cultural and Historic Resource Program webpage.

**C.4.9.6.4 C.4.10.2.4 **Artifact Curation Services and Collections Transition Management

The Contractor shall transition DOE’s archaeological and historic:

- Be responsible for providing curation services for all current and future Pre-Contact, Native American, Euro-American, Manhattan Project/Cold War, and modern artifacts and artifact collections and associated records and materials to a contractor files, in accordance with current agreements, short-term and long-term loan agreements or contracts, and in accordance with future agreements to be designated by DOE. The transition shall occur within six (6) months following CR finalized with other entities and federal agencies as may be appropriate.

- Develop and initiate implementation of a curation services plan for DOE that is responsive to such agreements and contracts.

- Manage and maintain a repository and/or develop and administer long-term loan agreements, contracts, and memoranda, with other repositories, for curation services and repository space for DOE’s artifact collections and files in accordance with the applicable requirements (such as, 36 CFR 79, Curation of Federally-Owned and Administered Archaeological Collections).

- Develop and administer long-term loan agreements, contracts, and memoranda with other repositories for artifact collections curation services, in accordance with 36 CFR 79.8, Terms and conditions to include in contracts, memoranda and agreements for curatorial services.

- Process and analyze artifacts collected as a result of field work, field surveys and facility walkdowns.

- Evaluate previously unprocessed items/artifacts and physically review new items/artifacts for possible inclusion in collections, in accordance with criteria established in DOE/RL-97-71 and 36 CFR 79.8 entitled, Terms and conditions to include in contracts, memoranda and agreements for curatorial services.

Evaluate new items brought to the attention of DOE, through internal or external notification, for potential inclusion in DOE’s collections.

- Digitally photograph items that cannot be collected, retrieved or released, as a method of preservation; maintain a digital archive of the photograph collection consistent with the above-mentioned DOE report. The digital collection must be available to the COR online or by a transferable electronic media source such as a CD.

- Curate the collections using appropriate methods and containers as directed by applicable codes and requirements (such as 36 CFR 79.8 entitled, Terms and conditions to include in contracts, memoranda and agreements for curatorial services).

- Provide access to collections as requested by DOE and in accordance with existing laws and regulations and loan agreement.

- Conduct inspections and inventories in accordance with 36 CFR 79.11, Conduct of inspections and inventories.

- Provide regular updates to support the Cultural and Historic Resource Program.

**Boundaries, Constraints, and Interface:** None

**Interfaces:** None

**Boundaries and Constraints:** None.
Interfaces: Tribal Nations, State Historic Preservation Office, Advisory Council on Historic Preservation, USEWS; DOE-HQ Federal Preservation Office, and other Government agencies to ensure that cultural and historic resources are protected in accordance with applicable laws and regulations.

**C.4.9.7C.4.10.3 Environmental Compliance Support**

**C.4.10.3.1 Environmental Monitoring**

The desired outcome of Environmental Monitoring is a program that provides environmental data for the Hanford Air Operating Permit (AOP), and specific project operation data that are credible, accurately characterized, compliant, and provide assurance to the workers and public that dose and risk from Hanford contaminants are well understood.

The Contractor shall provide ready-to-serve appropriate staff and corporate capability in the area of Environmental Integration with respect to the DOE’s mission, which includes cleanup, federal land, natural and cultural resources management, legacy management, and compliance with environmental requirements. The Contractor shall address the Environmental Integration work scope in the Hanford Site Interface Management Plan. The Environmental Integration Program shall be managed in accordance with current DOE directives and local requirements documents.

The Contractor shall to provide integration services, including developing and managing a system where common elements of the work are identified for programs and Site Users (see definition in Section J, Attachment J-3 entitled, Hanford Site Services and Interface Requirements Matrix), and the system and information are organized such that information is a) efficiently stored and retrievable, b) avoids duplication of studies and field surveys, and c) reduces redundancy of databases. The Contractor’s organization shall reflect the functional relationships of the work performed under this Contract. Also, NEPA requires an interdisciplinary process and cannot be performed by one individual.

For the purposes of executing NEPA, the term Site-wide may mean, depending on the context, a program, activity, study, or document for the Site, or individual activities, studies, or documents anywhere on the Site. NEPA applies to activities off the Hanford Site if, for example, a plan, program, or project is approved or funded by DOE. Whether a plan, program or project is subject to NEPA will be determined by DOE.

**C.4.9.7.1 NEPA Planning and Program Support**

**Background**

The NEPA applies to federal agencies and actions. The Contractor NEPA support requested by DOE may include preparation of NEPA Review Screening Forms (NRSF), requests for CXs, EAs, and providing input to contractors conducting EISs, but not preparing EISs. For the Hanford Site, EISs are prepared by offsite contractors. Preparation of NRSFs and CXs are a NEPA Program Support function. NEPA Planning, conducted early in project or plan formulation (e.g., infrastructure master plans, land management plans), is also a Program Support function for the actions included in the Contractor’s areas of responsibility. The Contractor shall be responsible for integrating NEPA program administration with OHCs, as described later in this section.

DOE will decide the level of NEPA documentation required for an action, or whether existing NEPA documents adequately address potential environmental impacts and mitigation measures.

Actions subject to NEPA include new and continuing activities, including projects and programs financed, assisted, conducted, and regulated by federal agencies. Examples of NEPA actions include: adoption of official policy, such as rules, regulations and interpretations; adoption of formal plans that guide or prescribe alternative uses of federal resources, that future agency actions will be based upon;
adoption of programs, such as actions to implement a specific policy or plan; systematic and connected agency decisions allocating agency resources; and approval of projects such as construction or management activities.

NEPA documents include EAs, EISs, RODs, and Findings of No Significant Impact (FONSI), Environmental Impact Statements (EIS), and RODs.

**Key Customers**
- DOE
- OHCs

**General Scope and Requirements**

The Contractor shall provide ready-to-serve capability to support DOE in compliance with NEPA. The Contractor shall provide assistance to the Hanford NEPA Compliance Program upon request and as directed by DOE. This assistance may include, but is not limited to, development and implementation of NEPA compliance policies and procedures; development and implementation of employee training; assistance with the preparation of NEPA documentation and related ecological and cultural resource studies; records system development and management, including for the NEPA AR; integrated NEPA support; and NEPA project tracking systems. The Contractor shall ensure that NEPA review is initiated early in the planning process for actions defined below, and fully integrated with work planning and control processes.

Actions subject to NEPA include new and continuing activities, including projects and programs financed, assisted, conducted, or regulated by federal agencies. Examples of actions include:

- Adoption of official policy, such as rules, regulations and interpretations.
- Adoption of formal plans that guide or prescribe alternative uses of federal resources, upon which future agency actions will be based.
- Adoption of programs such as actions to implement a specific policy or plan, or systematic and connected agency decisions allocating agency resources.
- Approval of projects such as construction or management activities.

Contractor specialized expertise for NEPA support shall include staff who are knowledgeable of the laws, regulations, executive orders and other requirements and guidance addressed in NEPA documents including, but not limited to:

- Section 404 of the *Clean Water Act of 1977* (CWA);
- *Clean Air Act of 1990* (CAA);
- Section 7 of the *Endangered Species Act of 1973* (ESA);
- Magnuson-Stevens Fishery Conservation and Management Act;
- *Migratory Bird Treaty Act of 1918* (MBTA);
- *Bald and Golden Eagle Protection Act of 1940* (BGEPA);
- NHPA;
- ARPA;
- NAGPRA;
- Executive Order 11988, *Floodplain Management*; and
Executive Order 11990, Protection of Wetlands.

Detailed Scope and Requirement

The Contractor shall provide applicable data, requested reviews and analyses, and prepare NEPA documents as required by DOE, prepare NEPA Review Screening Forms or CXs, and provide support as requested by DOE for EISs prepared by offsite contractors. The Contractor shall conduct the necessary fieldwork studies, and prepare documentation for non-DOE NEPA actions when requested by DOE.

Contractor ready-to-serve capability shall include staff who are SMEs in NEPA, with the requisite training, experience and knowledge to provide the services requested by DOE. Contractor staff performing support for NEPA, including the managers of the staff, shall have at least equivalent qualifications for SMEs as is required for DOE staff. Qualifications of staff shall be reviewed and approved by the DOE NEPA Compliance Officer (NCO) prior to being selected for or assigned NEPA roles. For a Contractor NEPA Document Manager (NDM), in addition to education and experience, qualifications shall include the skill set necessary for an NDM, such as ability to lead an interdisciplinary team, ability to communicate well (verbally and in writing), and project management skills that include developing and managing project scope of work, schedule, and budget.

State land use and resource protection laws do not apply on federal property such as the Hanford Site. When a state permit is required, (such as a RCRA permit), the state agency may request that a State Environmental Policy Act (SEPA) checklist be prepared. However, if the action that is the subject of the permit has been evaluated under NEPA, the SEPA procedures allow a state or local agency to adopt the NEPA document. The Contractor shall not make commitments to prepare a SEPA document, or prepare a SEPA document, unless the DOE NCO has determined that it is necessary.

In coordination with the OHCs, the Contractor shall:

- Develop guiding principles and procedures for an integrated administration of NEPA Planning and Program Support. OHCs are responsible for their contract responsibilities; however, the Contractor shall provide the integration of NEPA across the Hanford Site.

- Include in the Contractor’s guiding principles and procedures an efficient, holistic and comprehensive approach for accomplishing functionally-related work that avoids segmentation of a plan or project into smaller components based on, for example, fiscal year funding.

- Provide a forecast of NEPA-related work for the Annual and Multi-year Baseline to DOE by January 10.

- Provide a plan and schedule for submittal of the NEPA Annual Planning Summary to DOE by October 30.

- Evaluate the impacts of new environmental laws, legislations and regulations related to NEPA or SEPA, and include an assessment of the cost impacts or savings associated with implementation and promptly notify DOE of results. The Contractor’s assessment of new or proposed changes to NEPA or SEPA shall be provided to the DOE NCO.

- Provide a forecast for the Annual and Multi-year Baseline of environmental permits, NEPA documents, NHPA Section 106 reviews, and ecological reviews (including for ESA and other environmental protection laws) expected for the coming year, to the DOE Cultural Resources Program Manager, the DOE Ecological Resources Program Manager, and the DOE NCO.
Develop, manage, maintain, and perform assessment of the official NEPA AR database to determine the adequacy of the AR to meet regulatory requirements. Propose corrective actions and a schedule for implementation, which shall be provided to the DOE NCO.

**Boundaries, Constraints, and Interfaces**

**Boundaries and Constraints:**

- The Contractor provides support to DOE at DOE’s request and may not make NEPA or SEPA commitments or represent DOE to others.

The Contractor shall conduct periodic reviews of NEPA compliance efforts at the policy and line levels as part of its performance assurance program. The Contractor shall not undertake an action that is subject to NEPA until DOE has notified the Contractor that DOE has satisfied applicable NEPA requirements.

**Interfaces:** At the request of DOE, interfaces include DOE (for Pacific Northwest Site Office [PNSO]/PNNL activities performed on the Hanford Site), OHCs, other Hanford users, stakeholders, concerned public, and tribes.

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**C.4.9.8 — Environmental Compliance Support**

**C.4.9.8.1 — Environmental Monitoring**

**Background**

Environmental Monitoring provides multimedia environmental monitoring to measure the concentration of radionuclides and chemicals in environmental media (exclusive of the groundwater monitoring program) in order to assess the integrated effects of these materials on the environment and the public. Samples collected by environmental monitoring are analyzed for very low environmental concentrations of radionuclides and chemicals, including metals, cations, anions, semi-volatile and volatile organic compounds. This function focuses on routine operational and legacy releases from DOE facilities on the Hanford Site. Environmental monitoring is also used to detect and quantify unplanned releases and operational releases from non-DOE operations on or off the Hanford Site. The information produced by this program is published in an annual public report, and it is also integrated with environmental cleanup mission worker health assessment activities. This information may also be used by DOE in fulfilling its NRTC responsibilities and ensuring public safety at the Hanford Site and the MAPR.

The Contractor shall, through the IT governance process, procure or develop a data management system or systems that handle the Environmental Surveillance Program. High level requirements of the system include, but are not limited to:

- Utilize technology such as two-dimensional barcodes, radio frequency identifier tags, or other mechanisms to track samples throughout the process life cycle – from generation, field collection, lab analysis, and data reduction, to reporting.
- Assist in maintaining environmental monitoring findings.
- Allow data trending, plotting, and reporting.
- Provide a method to track sample costs on a per-media basis.
- Allow for improved cross-training, improved resource backup, and minimization of data entry and data maintenance errors.
The Contractor shall:

Provide Key Customers

- DOE
- OHCs

General Scope and Outcome

- The Contractor shall provide an environmental monitoring and reporting program that includes sample collection and analysis, contaminant containment assessments, and exposure/impact analyses.

The desired outcome of Environmental Monitoring provides environmental data for the Hanford Air Operating Permit (AOP) DOE O 458.1 entitled, Radiation Protection of the Public and Environment, and specific project operations that are credible, accurately characterized with applicable QA standards, compliant with applicable regulations and DOE Orders, and provide assurance to the workers and public that dose and risk from Hanford contaminants are well understood.

The Contractor shall build/procure a new data management system that handles the entire Environmental Surveillance Program. The new database is required to introduce new technology (such as QR codes) for sample tracking from form generation, field collection, lab analysis, and data reduction, to reporting. This database shall assist in maintaining environmental monitoring findings. A new sample management and tracking system will allow data trending, plotting, and reporting. The new database should provide a method to track sample costs on a per-media basis.

The new integrated database shall allow for improved cross-training, improved resource backup, and minimization of data entry and data maintenance errors. The following is a summary of general system requirements:

- Provides the capability for handling a wide variety of sample media.
- Provides automated e-mail alerts/generation to DOE, DOH, and laboratories.
- Integrated with onsite GIS system.
- Provides a single site-wide database system for Hanford Contractor’s data.
- Maintains environmental monitoring data.
- Allows electronic signatures and workflow.
- Interfaces with the current Hanford Environmental Information System and IDMS database systems.
- Allows a migration of historical data.
- Allows various types of data trending and data statistical analyses.
- Provides query and reporting capabilities.
- Provides cradle-to-grave sample tracking via barcode and QR code.
- Provides for electronic form generation capabilities.
- Provides for schedule generation.
- Provides for invoice and inventory tracking.
- Provides dashboard capabilities, including tracking and reporting of sample status.
- Allows flexible configuration control.
- Interfaces with field mobile applications.

Detailed Scope and Requirements
The Contractor shall:

- Conduct environmental monitoring and assess contaminant levels in the Hanford environs and nearby communities. The monitoring program shall include sampling of air, surface water, sediment, agricultural products, fish, and wildlife.

- Develop sample and characterization methods and apply these methods to determine individual organism health in species with high potentials for exposure and uptake of contaminants, in coordination with contaminant monitoring activities conducted through the Environmental Monitoring function.

- Notify DOE within one (1) working day of anomalous result, as specified by CRD O 458.1 entitled, *Radiation Protection of the Public and the Environment*.

- Notify DOE and the DOH within the AOP-specified timeframe of an air monitor being offline.

- Negotiate with DOE and the DOH the movement of AOP-listed air monitors.

- Perform cumulative assessments of onsite and offsite environmental impacts and offsite human health exposures from Hanford Site operations.

- Characterize the pathways of exposure to members of the public.

- Characterize the exposures and doses to individuals and to the nearby population.

- Estimate contaminant dispersal patterns in the environment.

- Measure the ambient external radiation levels in the environment.

- Detect and characterize releases from Hanford Site activities.

- Assess impacts and risks of Hanford contaminants on human health and the environment for the Annual Site Environmental Report (ASER), in accordance with CRD DOE O 231.1B entitled, *Environmental Safety and Health Reporting*, and in support of Hanford cleanup activities as requested. Data and analyses shall be made available for Hanford risk assessment activities.

- Annually review the environmental monitoring program design and implementation, sample collection, sample analysis, data management, data review and evaluation, exposure assessment, and reporting requirements.

- Accurately calculate the potential radiation dose to humans, aquatic organisms, and terrestrial biota, hazard quotient for the evaluation of risk to biota, and the carcinogenic and non-carcinogenic risks to humans.

- Ensure that environmental monitoring data is made available for use in dose reconstruction efforts, SiteSite characterizations performed in conjunction with ongoing SiteSite environmental restoration activities, monitoring of biological impact, contaminant transport model verification, and support of groundwater/vadose zone integration initiatives, and safe public access to the Hanford Site and the MAPR and/or its contractor.

- Align the program with current operations and missions, focused on those contaminants having the greatest contribution to the potential offsite dose.
- Conduct environmental monitoring programs in an integrated fashion to preclude collection of duplicative environmental data.

- Ensure analytical capabilities include the measurement of radionuclides at very low environmental concentrations, as well as a complete list of non-radiological chemicals.

- Evaluate potential impacts to the biota in vicinity of DOE activities.

- Ensure early identification of, and support response to, potential adverse environmental impacts associated with DOE operations (such an impact may be the uncontrolled release of radioactive material by air dispersion).

- Prepare the annual Hanford Site Environmental Report that documents Hanford Site environmental compliance status, environmental conditions on and around the Hanford Site, and the potential offsite public radiological exposure resulting from Hanford operations.

- Prepare and coordinate the Hanford Site Environmental Monitoring Master Sampling Schedule.

- Ensure environmental monitoring related methods of sample collection, analysis, interpretation, and reporting are consistent across the Hanford Site to ensure usability, consistency and comparability of the data with other DOE Hanford projects and OHCs.

- Determine if sampling locations and analytics could contain proprietary or sensitive information and work closely with DOE to determine appropriate controls for the information.

- Align the environmental monitoring with the needs of the environmental cleanup, restoration, and assessment activities at the Hanford Site, since the information generated by the program is extensively used by Site contractors.

- Conduct radiological surveys of the parcels of land assigned to the MAPR, for unforeseen reasons and abnormal events, to ensure no inadvertent migration of contamination onto those parcels, and to take whatever action is deemed necessary by DOE to continue to protect the public and the environment.

### Boundaries, Constraints, and Interfaces

**Boundaries and Constraints:**

- The Contractor shall provide notice to DOE prior to meeting with non-DOE parties. The Contractor shall not make commitments for the Government.

- **The MAPR (and/or its contractor) is responsible for radiological surveys within the B-Reactor and controls necessary for protection of the public, workers, and the environment.**

**Interfaces:** Regulators, stakeholders, DOH, MAPR (and/or its contractor), and the Tribal Nations to share and interpret environmental surveillance data.
Background

The objective of the Ecological Monitoring and Compliance function is to maintain a system that ensures DOE is in compliance with applicable ecological resource-related laws and regulations, including the ESA, BGEPA, MBTA, and Federal Water Pollution Control Act (aka CWA).

Ecological Review is a process for evaluating potential impacts to ecological resources before they occur and mitigating adverse impacts if they do occur, and Ecological Resources include plants, animals (including fish), wetlands and floodplains.

Key Customers

- DOE
- OHCs

General Scope and Outcome

The Contractor shall conduct and document ecological monitoring and compliance reviews to ensure environmental compliance for Hanford Site-related actions that have the potential for affecting the ecological environment.

The desired outcome of the Ecological Monitoring and Compliance function is the identification and documentation of Hanford Site Biological Resource Management Plan levels 1, 2, 3, 4, and 5 resources. Monitoring of resources within these categories will be prioritized based on data needs and potential for impacts from activities on the Hanford Site. Monitoring shall be sufficient to identify and document actual and potential impacts of Hanford operations on natural resources; and to promote planning for the long-term conservation and protection of Hanford Site natural resources as the fiduciary of edaphic, rock, mineral, water, air, geomorphologic, viewscape, cultural, plant, animal, cryptogamous, and other natural resources.

Key Customers

- DOE
- OHCs
- PNNL

Detailed Scope and Requirements

The Contractor shall:

- Conduct and document ecological monitoring and compliance reviews to ensure environmental compliance for Hanford Site related actions that have the potential for affecting the ecological environment.


- Provide a forum to obtain feedback from those to whom ecological reviews are provided and modify the ecological review process for continuous improvement.

- As approved by DOE, conduct and document monitoring of priority habitats and species using a graded approach. Document the status of sensitive species found or potentially found on the Hanford Site.
Assess impacts to ecological resources from activities on Hanford and legacy contaminants in the environment and evaluate the cumulative impacts of activities on these resources. If impacts to ecological resources that have not been previously reported are identified, provide DOE Ecological Program Manager a written summary of those impacts within five (5) working days.

Conduct ecological reviews as requested by Hanford Site users, and identify and quantify ecological impacts to the extent practicable.

Characterize and define changes or trends in the condition of Hanford ecological resources that may result from causes external to the Hanford Site.

Define and map significant habitats, species distribution, floodplains and wetlands, for use in land-use planning, ecological risk assessment, and mitigation action planning.

Perform surveys and monitor compliance with applicable requirements during the appropriate times of the year to document changes to protected ecological resources.

Maintain an integrated data system on the regulatory status and distribution of species and habitats of concern on the Site. The data will include information necessary for tracking reviews, as well as a record of the field data necessary to evaluate impacts and compliance needs.

Assist the Hanford fire and emergency response activities by providing information on sensitive species and habitat for purposes of controlled burns, establishing pre-fire firebreaks, and initial attack fire lines.

Support efforts to determine if injuries have occurred to Hanford natural resources, including threatened and endangered species or populations on the Hanford Site and the Columbia River, as determined by DOE. Injuries are defined by the CERCLA Natural Resource Damage Regulations and Guidance.

Integrate bird takes among the contractors for the Sitewide Migratory Bird Treaty Act (Site-wide MBTA) Compliance Program, which is the single point-of-contact with the USFWS, who manages a single, Site-wide MBTA take permit for DOE.

Serve as the single point-of-contact for best management practices for protection of fish, wildlife, and habitats.

Provide ecological reviews and analyses, at DOE’s request, for NEPA efforts.

Provide administrative and technical support to the NRTC activities.

Provide, to DOE, a forecast of annual and multi-year baseline for ecological reviews (including for Endangered Species Act [ESA] and other environmental protection laws) expected for the coming year.

Coordinate an annual review with DOE counterparts on the suite of ecological compliance procedures and documents to determine if they need to be reviewed or revised in the next fiscal year.

**Boundaries, Constraints, and Interfaces**

Boundaries and Constraints:

- DOE is the permittee for the MBTA take permit.
- DOE is the Trustee for Natural Resources.

**C.4.9.8.3C.4.10.3.3 Biological Controls**

**Background**

Biological Controls is a service to control noxious weeds, industrial weeds, other vegetation, and animal pests. The program controls vegetation on approximately 2,000 acres, traps and removes animals, and eliminates insect infestations. An important function of Biological Controls is, in concert with Radiological Controls, the control of both plant and animal radiologically contaminated vectors.

**Key Customers**

- DOE
- OHCs

**General Scope and Outcome**

The Contractor shall provide an effective Hanford Site-wide biological control program that complies with ESH&Q principles.

The desired outcome of the Biological Controls service is effective control and minimization of noxious weeds, industrial weeds, other vegetation, and animal pests, to ensure the protection of Hanford Site workers and the public from contamination spread by biological vectors, and to revegetate areas where erosion can expose the environment, workers, and the public to blowing dust or contamination.

**Key Customers**

- DOE
- OHCs

**Detailed Scope and Requirements**

The Contractor shall:

- Provide an effective Hanford Sitewide biological control program that complies with ESH&Q principles.

- Control noxious weeds, industrial weeds, other vegetation, and animal pests for the purposes of protecting employees, the public, and Hanford Site cultural and environmental (including biological) resources.

- Maintain facilities, roadways, fence lines, waste sites, radiological areas, and tank farms free of windblown tumbleweeds; perform spray operations and related activities in radiological areas; perform tumbleweed burning activities; post unidentified underground radioactive material areas as discovered during biological control operations; and perform animal control operations (fly traps, rebaiting).

- Respond to Hanford Site animal control calls, coordinate biocide applications at Site facilities, and provide equipment/technical expertise (to assist with the road maintenance function) in liquid de-icing activities during winter months as needed.
• Provide technical coordination on aerial herbicide applications for noxious weed and selective weed control and collect native plant seeds for use in revegetation plots. Areas bladed beyond the normal control swath shall be treated with selective and nonselective herbicides.

• Maintain and provide records and reports applicable to biological controls, including ESH&Q documentation, configuration management, performance trending, lessons learned feedback, correction action tracking, self-assessment activities, and coordination with DOE, state, and local authorities regarding ESH&Q matters.

• Submit event reports in accordance with DOE occurrence reporting requirements.

• Revegetate waste sites and operations areas where erosion could compromise worker safety and ongoing Site operations.

• Maintain and update the Integrated Biological Control Program Plan.

Selective and non-selective herbicide applications shall be scheduled for applications during the year, depending on vegetation growth on radioactive and waste sites.

Waste and radiation sites shall include a fifteen (15 ft.) foot buffer zone outside the affected zone, to control deep-rooted vegetation.

**Boundaries, Constraints, and Interfaces**

Boundaries and Constraints: WAC 16-233-215 entitled, Worker Protection Standards, pesticide labels, and 40 CFR 170.130 entitled, Pesticide Safety Training safety training for Workers. Pesticide safety training for workers are the standards for pesticide applications. The purpose of these requirements is to protect workers and pesticide handlers from exposure to pesticides.

Interfaces: Benton, Grant, and Franklin County Noxious Weed Control Boards, USFWS, and U.S. Army Corps of Engineers for coordination of biological control activities near the Hanford Reach National Monument, and the Washington State Department of Agriculture Pesticide Management Division, EPA, DOH, BPA, and Ecology.

**C.4.9.8C.4.10.4 Environmental Regulatory Management**

The desired outcome is integrated Sitewide environmental products and services that enable timely and compliant project execution of this Contract and in coordination with other affected DOE contractors.

**Key Customers**

• DOE
• OHCs

**Scope and Requirements**

The Contractor shall:

• Develop within one (1) year after NTP, an Integrated Sitewide Environmental Protection and Compliance Plan for DOE approval.

• Have two (2) primary responsibilities in the area of Environmental Regulatory Management:
  
  – As DOE’s SME, Sitewide management, planning, administration, integration, permitting, and compliance, in coordination with OHCs; and
Contractor-specific work scope for environmental permitting and compliance.

**Ensure Background**

Environmental Regulatory Management includes a multitude of interfaces, relationships and liaisons with a wide variety of regulatory agencies and organizations, including the DOH Radiation Protection Office, the DOH Spokane Office (water and sewage) Ecology Nuclear Waste Program Office, the Benton Clean Air Agency, the EPA Region X and the EPA Hanford Project Office. The major drivers for this scope include the TPA; AEA; NEPA; Clean Air Act of 1990; Water Quality Act of 1987; CERCLA; RCRA; Toxic Substances Control Act of 1976 (TSCA); Federal Facility Compliance Act of 1992; Administrative Procedure Act of 1946; Safe Drinking Water Act 1974 (SDWA); ESA; MBTA; American Antiquities Act of 1906; 10 CFR 1022, Compliance with Floodplain and Wetland Environmental Review Requirements; and a variety of other legal and regulatory requirements applicable to the Hanford Site Mission.

- The information generated by this scope of work is used by numerous projects within DOE. As such, the Contractor shall ensure that its activities are closely aligned with the needs of the DOE as a federal land manager, as a CERCLA Potentially Responsible Party (PRP), and as a RCRA permittee (WA78900008967 Hanford Facility Dangerous Waste Permit), and as a RCRA permittee conducting corrective actions to clean up past practice hazardous waste contamination.

**Key Customers**

- DOE
- OHCs

**Obtain General Scope and Outcome**

The Contractor shall establish an environmental program that is compliant with applicable laws, regulations, DOE directives, and develop within one (1) year after contract award, an Integrated Site-wide Environmental Protection and Compliance Plan for DOE approval. The Contractor shall have two (2) primary responsibilities in the area of Environmental Regulatory Management:

- As DOE’s SME, Site-wide management, planning, administration, integration, permitting, and compliance, in coordination with OHCs; and

- Contractor-specific work scope for environmental permitting and compliance.

- The Contractor shall obtain concurrence from other affected OHCs for Site-wide environmental documents. The Contractor is not responsible for directing technical work of OHCs or Site contractors. The Contractor is responsible for obtaining work scope unit-specific permit modifications and working with DOE to obtain time extensions from the regulators for permit modifications, as required. OHCs are responsible for working with DOE to obtain their own unit specific permit modifications and time extensions from the regulators, in coordination with the Contractor, as DOE’s integrating contractor. See Section C entitled NEPA Planning and Program Support, regarding the Contractor responsibilities under NEPA, including integration with other Site contractors.

**Sitewide Environmental Management System**

The desired outcome is integrated Site-wide environmental products and services that enable timely and compliant project execution of the Contract and other affected DOE contractors.

**Detailed Scope and Requirements**
C.4.9.8.4C.4.10.4.1 Site-wide Environmental Management System (EMS) and Sustainability Implementation

- **DOE-HQ Strategic Sustainability Performance Plan (SSPP) and EMS**—In conjunction with OHCs and DOE, the Contractor shall develop a Site-wide Environmental Management System (EMS) Program Management Plan (PMP) to address the Site-wide elements of EMS that implement and track the progress of meeting the annual goals and objectives as promulgated in the annual DOE-HQ Strategic Sustainability Performance Plan (SSPP). The Contractor shall use the current reporting mechanism for reporting EISA 432 Covered Facilities (for example, DOE Sustainability Dashboard).

- The Contractor shall coordinate with OHCs in the areas of the Site Sustainability Plan that include Sustainability scope.

- **Reporting**—The Contractor shall use the FedCenter EMS scorecard format to develop Site-wide metrics in coordination with the Annual Site Sustainability Plan, and report performance for EMS-related programs (e.g., pollution prevention, chemical management, affirmative procurement, Green Buildings construction, alternative energy use, and water conservation) in their respective reporting venues (e.g., specified databases or paper reports), in the ASER Annual Site Environmental Report, and on the Annual FedCenter EMS Scorecard report.

C.4.9.8.4C.4.10.4.2 Site-wide Enforcement Actions and Compliance Issues

As DOE’s SME integrator for the following Site-wide Enforcement Actions and Compliance tasks, the Contractor shall:

- **Enforcement Actions:**
  - Track, trend, and evaluate Site-wide enforcement actions.
  - Coordinate an integrated response when the enforcement action affects, or has the potential to affect, more than one contractor or DOE field office.
  - Develop a protocol, in conjunction with OHCs, for managing and coordinating enforcement inspections on a Site-wide basis.

- **Compliance Issues:**
  - Track, trend, and evaluate Site-wide compliance issues (e.g., Notices of Violation, Potential NOV, High Priority Violations, and Notices of Concern).
  - Coordinate an integrated response when the compliance issue affects more than one contractor or DOE field office.

- **Inspection Actions:**
  - With input from, and in collaboration with OHCs, track regulatory inspections conducted and planned at the Hanford Site.
  - The Contractor shall provide data (automated or written) on inspections and regulatory actions completed, additional items requested by the inspector, initiated responses, and closure of the inspection at the Hanford Site (or offsite) due to a Hanford action.
  - The Contractor shall trend and evaluate Site-wide inspections.
C.4.9.8.4 C.4.10.4.3 Site-wide TPA Technical Support

In coordination with OHCs, the Contractor shall:

- Provide DOE technical and regulatory analysis to support DOE in its role of managing the TPA for the Hanford Site.
- Develop, maintain, and implement TPA processes and procedures (e.g., public meetings, change control, and dispute resolution).
- Maintain milestone status and performance statistics and provide search utility capability.
- Track TPA milestones and coordinate Milestone Reviews.
- Coordinate the Inter-Agency Management Integration Team and other TPA-related meetings, as requested (e.g., monthly Project Manager Meetings, including issuing agendas and preparing meeting minutes).
- Assist DOE in dispute resolution.
- Develop and maintain a Site-wide TPA process for preparing Remedial Action Completion Reports and Corrective Measures Reports and requesting regulatory approval of waste site remediation, through a certificate of completion, in compliance with TPA Sections 7.3.10 and 7.4.4.
- Obtain advance concurrence, or approval (as required), from DOE and coordinate with other affected OHCs.

C.4.9.8.4 C.4.10.4.4 Hanford Site Administrative Record and Information Repositories

The Contractor shall establish, manage, and maintain integrated Hanford Site AR and PIRs that meet applicable requirements of the TPA (e.g., CERCLA, RCRA, and the Administrative Procedure Act of 1946), and other legal and regulatory requirements applicable to Hanford’s environmental remediation and permitting programs.

In coordination with OHCs, the Contractor shall:

- Establish and maintain procedures for management/administration of the Hanford Site AR.
- Establish and maintain a document review process to screen documents to be included in the Hanford Site AR.
- Index, manage, retrieve, and make available to the public Hanford Site AR records and data.
- Maintain a current, complete, easily searchable, and retrievable electronic Hanford Site AR database. Maintain the PIRs in Portland, Seattle, Spokane, and Richland. The CERCLA documents include Remedial Investigations, Feasibility Studies, RODs, Remedial Design/Remedial Action Work Plans, and Sampling and Analysis Plans. The purpose of the Hanford Public Involvement Plan is to serve as the overall guidance document for public participation and outreach activities at the Hanford Site. The PIRs are under the purview of the Hanford Public Involvement Plan that serves as the overall guidance document for public participation and outreach activities at the Hanford Site.
- Establish and maintain procedures for OUO review and OUO accessibility of AR documents.

Detailed Scope
The Contractor shall:

- Integrate its environmental permitting and regulatory compliance activities with the Hanford Site-wide permitting and compliance framework by annually submitting to DOE for approval an environmental compliance and protection plan or an equivalent database solution (such as the Dynamic Object Oriented Requirements Management System or Solution (DOORS)).

- Manage Contractor-assigned facilities and activities to ensure identification of and compliance with applicable federal, state, and local environmental regulations, orders, and permits.

- Provide appropriate environmental data for Contractor-assigned facilities to support Hanford Site assessments, and for use in the Contractor’s preparation of Hanford Annual Site Environmental Reports.

- Respond to Contract-related NOVs, Notice of Concerns, and other issues, as necessary.

- Obtain and manage AR documents generated by the Contractor as a result of permitting or closure of Hanford Treatment Storage Disposal units, recycling facilities, or as a result of CERCLA pre-remedial, remedial or post-remedial actions that are required by the TPA, and other legal requirements associated with environmental permitting.

- Evaluate the impacts of new environmental laws, legislations and regulations, including state and local requirements, and include an assessment of the cost impacts or savings associated with implementation and promptly notify DOE of results.

- Collect environmental analytical data for the Contractor-assigned areas to support regulatory decisions as directed by DOE.

- Provide a forecast for the Annual and Multi-year Baseline of environmental permits, NEPA documents, and NHPA Section 106 reviews expected for the upcoming year.

- Coordinate with DOE and the regulators to develop an optimum regulatory approach for work under this Contract, consistent with the Section H clause entitled, Environmental Responsibility.

- Perform assessment of the Hanford Site AR to determine the adequacy of the AR to meet regulatory requirements and, as needed, propose corrective actions and a schedule for implementation.

**Boundaries, Constraints, and Interfaces**

Boundaries and Constraints:

- The initial Hanford RCRA Permit became effective in September 1994, and is comprised of two (2) portions: a Dangerous Waste Portion, issued by Ecology, and a Hazardous and Solid Waste Amendments Portion, issued by the EPA, Region 10. The Dangerous Waste Permit is issued to DOE as the owner/operator, and to its contractors, as co-operators. DOE will sign the Hanford RCRA permit as “Owner/Operator” and the Contractor shall sign the RCRA Permit as “Co-operator” for those RCRA facilities assigned by Contract. This Permit is currently in the renewal process.

- The Hanford AOP was renewed on April 1, 2013 and will be in effect for five (5) years; renewal is expected. During the permit renewal process the existing AOP remains in effect.

- DOE will operate as an “Owner” in coordination with the regulators to reach agreement on Contractor-prepared regulatory and supporting documentation, and on innovations that require changes to the regulatory approach.
Interfaces: Multiple DOE offices for activities performed on the Hanford Site, DOE BPA, DOE Office of Legacy Management, OHCs, regulators, and, at the request of DOE, stakeholders, concerned public, and the Tribal Nations.

**C.4.9.8C.4.10.5 Environmental Mitigation Strategy and Planning**

The desired outcome is to have centralized, Sitewide mitigation planning and implementation that is efficient and cohesive.

**Key Customers**
- DOE
- OHCs
- PNNL

**Scope and Requirements**

The Contractor shall:
- Establish and implement a Sitewide mitigation strategy.
- Have two (2) primary responsibilities in the area of Mitigation Strategy and Planning:
  - Sitewide mitigation strategy planning in coordination with OHCs; and
  - Implementation, coordination, and tracking of mitigation action plans.
- Coordinate with affected OHCs, other applicable federal agencies, and outside entities as necessary.
- Develop an integrated NEPA, CERCLA, RCRA, and NHPA Sitewide Mitigation Strategy Planning and Implementation program that includes, but is not limited to, NEPA, ESA, MBTA, Bald and Golden Eagle Protection Act, Clean Air Act (CAA), CERCLA, RCRA, NHPA, American Indian Religious Freedom Act, and the Clean Water Act. The integrated program shall facilitate a balance between the ongoing Hanford Site mission elements and the omnipresent trustee stewardship obligations.

**Background**

Environmental mitigation, compensatory mitigation, or mitigation banking are terms used primarily by the Federal Government to describe projects or programs intended to offset known impacts to existing historic or natural resources. Mitigation is a series of prioritized actions intended to reduce or eliminate adverse impacts to cultural and natural resources. Natural resources can mean edaphic, rock, mineral, water, air, geomorphologic, viewscape, spiritual places, cultural, plant, animal, cryptogamous, and other natural resource that has intrinsic value or meaning. The mitigation actions include avoidance, minimization, onsite rectification and compensation. The basis of this strategy is that a project begins mitigation at the avoidance level of the hierarchy and only moves to the next level if reasonable options at the previous level are exhausted.

- The strategy for mitigation on the Hanford Site shall consider cohesiveness and landscape connectivity with adjacent areas by coordinating with other federal agencies and groups, such as the USFWS, and DOE’s Office of Legacy Management, and the National Park Service.

**Key Customers**
- DOE
- OHCs
General Scope and Outcome

The Contractor shall establish and implement a Site-wide mitigation strategy that is compliant with applicable laws, regulations, DOE directives, and DOE NEPA or CERCLA RODs. The Contractor shall have two (2) primary responsibilities in the area of Mitigation Strategy and Planning:

- Site-wide mitigation strategy planning in coordination with OHCs; and
- Implementation, coordination, and tracking of mitigation action plans.

The Contractor shall coordinate with affected OHCs, other applicable federal agencies, and outside entities as necessary.

The desired outcome is to have centralized, Site-wide mitigation planning and implementation that is efficient, cohesive and aligns with the framework set by 40 CFR 1508.20 entitled, Council on Environmental Quality.

Detailed Scope and Requirements

The Contractor shall:

- Develop an integrated NEPA, CERCLA, RCRA, NHPA Site-wide Mitigation Strategy Planning and Implementation program that includes, but is not limited to, NEPA, ESA, MBTA, BGEPA, CAA, CERCLA, RCRA, NHPA, AIRFA, and CWA. The integrated program shall facilitate a balance between the ongoing Hanford Site mission elements and the omnipresent trustee stewardship obligations.

- Develop, implement, and maintain procedures to enable Hanford Site projects to anticipate and plan for mitigation needs via early identification of mitigation requirements.

- Develop, implement, and maintain a procedure for implementing consistent, cost-effective mitigation actions through a Sitewide mitigation banking system.

- Conserve Hanford’s natural resources while facilitating a balanced development and consideration of the Hanford Site mission.

- Apply applicable federal guidelines for mitigation, such as the USFWS Mitigation Policy (81 FR 61031, September 2016) or agreements that have been promulgated by DOE under 10 CFR 1021.331, Mitigation Action Plans, in CERCLA RODs, NEPA RODs or NEPA Mitigated FONSIs.

- Monitor the effectiveness of the mitigation actions and adapt them as necessary. Assist DOE in preparing Mitigation Action Plans, when necessary. The tracking must meet the needs of DOE O 451.1, National Environmental Policy Act Compliance Program, for “Tracking and annually reporting progress in implementing a commitment for environmental-impact mitigation that is essential to render the impacts of a proposed action not significant, or that is made in a record of decision.”

Boundaries, Constraints, and Interfaces

Boundaries and Constraints: None.

Interfaces: NRTC members, tribal liaisons, USFWS, and National Parks Service NPS.
C.4.9.8C.4.10.6 Environmental Permits and Compliance

**Background**

The Environmental Permits and Compliance scope includes a multitude of interfaces, relationships and liaisons with a wide variety of regulatory agencies and organizations, including the USFWS, the National Oceanic and Atmospheric Administration, DOH Radiation Protection Office, the DOH Spokane Office (water and sewage), Ecology Nuclear Waste Program Office, the Benton Clean Air Agency (open burning and particulate), Benton County (Shoreline Management Act), the US Army Corps of Engineers (floodplains and wetlands), the EPA Region X, and the EPA Hanford Project Office. The major drivers for this scope include the CAA, Water Quality Act of 1987, RCRA, TSCA, Administrative Procedure Act of 1946, SDWA, ESA, MBTA, 10 CFR 1022, and a variety of other legal and regulatory requirements where permits are required for Hanford’s operations.

The information generated by this scope of work is used by numerous projects within DOE. As such, the Contractor shall ensure that its permitting activities are closely aligned with the needs of the DOE as a land management trustee, as a CERCLA PRP, as a RCRA Permittee, as a Title V CAA Permittee, and as a small municipality equivalent that has attendant infrastructure and permitting requirements.

**Key Customers**

- DOE
- OHCs

The desired outcome of the Environmental Permitting Management function is integrated Sitewide environmental permitting products and permitting services that enable timely and compliant project execution of this Contract and other affected DOE contractor’s work scope.

**Key Customers**

- DOE
- OHCs

**General Scope and Requirements**

The Contractor shall establish an environmental permitting program that is compliant with applicable laws, regulations, DOE directives, and the terms of this contract. For permitting activities other than RCRA (Dangerous Waste), the Contractor will be the coordinating contractor. For RCRA, the Contractor will be a permittee, responsible only for that RCRA work assigned by this Contract, and not responsible for the overall management of the RCRA permit. For all permits, with the exception of RCRA, the Contractor shall have two (2) primary responsibilities in the area of Environmental Permit Management:

- As DOE’s SME, Sitewide management, planning, administration, integration, of permitting, and permit compliance in coordination with OHCs; and
- Contractor-specific work scope for environmental permitting and permit compliance.

The Contractor shall ensure that its permitting activities are closely aligned with the needs of the DOE as a land management trustee, as a CERCLA PRP, as a RCRA Permittee, as a Title V CAA Permittee, and as a small municipality equivalent that has attendant infrastructure and permitting requirements.

With the exception of RCRA, the Contractor shall obtain concurrence from other affected OHCs for Sitewide environmental permits and permitting strategy documents. The Contractor is not
responsible for directing technical work of OHCs. The Contractor is responsible for obtaining scope unit specific permit modifications and working with DOE to obtain time extensions from the regulators for Contractor-permitted scope as required. OHCs are responsible for working with DOE to obtain their own unit specific permits, permit modifications, and time extensions from the regulators.

As an exception to the Contractor’s RCRA permit integrating responsibilities, RCRA regulator inspection actions, including regulatory permit compliance inspections and resulting compliance actions, will be coordinated through the Contractor as DOE’s planning and administrating integrating contractor. The Contractor is not responsible for other (non-Contractor) specific RCRA permit integrating actions.

The desired outcome of the Environmental Permitting Management function is integrated Site-wide environmental permitting products and permitting services that enable timely and compliant project execution of the Contract and other affected DOE contractor’s work scope.

Detailed Scope and Requirements

Integrated Site-wide Environmental Permits and Licenses – Maintenance, Application, and Reporting

In coordination with the OHCs, the Contractor, with DOE concurrence, shall:

- Develop guiding principles and procedures for a consistent administration of regulatory permitting interfaces.
- Prepare and maintain appropriate procedures for implementing Site-wide environmental permits, licenses, and related reports.
- Coordinate, prepare and maintain Site-wide permits and licenses (except RCRA).
- Obtain from DOE and OHCs data and information necessary for developing required Site-wide Environmental Permitting Reports to include compilation and integration of environmental monitoring data from operations and activities under the Contractors’ control and from OHCs.
- Compile and produce environmental permitting data and provide an annual forecast of expected permitting activities and a forecast of operations/operational effluents on a Site-wide basis to ensure Site-wide limits (e.g., annual radiological dose, total volume of permitted effluent discharges) are integrated, and are not at risk of being exceeded.
- As requested by DOE, the Contractor, as an SME, shall assess environmental permitting documents from other governmental organizations or other DOE contractors to ensure the documents meet GPO production standards, environmental permitting standards, regulatory quality standards, and content requirements.
- Develop Site-wide metrics for DOE approval and report performance for Site-wide permitting activities.
- Integrate the Contractor’s environmental permitting and regulatory compliance activities with the Hanford Site-wide permitting and compliance framework, by annually submitting to DOE, for approval a Contractor environmental permitting, compliance, and protection plan.
• Manage Contractor-assigned facilities and activities to ensure identification of and compliance with applicable federal, state, and local environmental regulations, orders, and permits.

• Respond to Contractor-related permit violations such as NOVs, Notice of Concerns, and other issues, as necessary.

• Evaluate the impacts of new environmental laws, legislations, and regulations, including state and local requirements, include an assessment of the cost impacts or savings associated with implementation of permitting requirements, and promptly notify DOE of the issues.

**Boundaries, Constraints, and Interfaces**

Boundaries and Constraints:

- **The Contractor is not responsible for directing technical work of OHCs.**

- **The initial Hanford RCRA Permit became effective in September 1994, and is comprised of two portions:**
  - a Dangerous Waste Portion, issued by Ecology, and
  - a Hazardous and Solid Waste Amendments Portion, issued by the EPA, Region 10.

- The Dangerous Waste Permit is issued to DOE-RL as the owner/operator, and to its contractors, as co-operators. DOE will sign the Hanford RCRA permit as “Owner/Operator” and the Contractor shall sign the RCRA Permit as “Co-operator” for those RCRA facilities assigned by Contract. This Permit is currently in the renewal process. It is known as:
  - Common Name: The Hanford Sitewide Permit Revision 8C.
  - Permit Number: WA7890008967.

- The Hanford AOP was renewed on April 1, 2013 and will be in effect for five (5) years (during the permit renewal process the existing AOP remains in effect). It is known as:
  - Permit Number: 00-05-006 Renewal 2, Rev B
    - Issue Date: July 28, 2016
    - Effective Date: August 1, 2016
    - Expiration Date: March 31, 2018

- There are several extant Waste Water Discharge Permits. They are known as:
  - ST-4500 200 Area Effluent Treatment Facility, Permit Number: ST0004500
    - Issue Date: December 15, 2014
    - Effective: January 1, 2015
    - Expiration Date: December 31, 2019
  - ST-4502 200 Area Treated Effluent Disposal Facility, Permit Number ST- 4502
  - ST-4511 Miscellaneous Streams (State Permit Number ST-4511)
  - ST-0045514 200 West Area Evaporative Sewage Lagoon

- There are two sand and gravel permits associated with ORP construction:
  - Concrete Batch Plant • WAG-50-5180/Concrete Batch Plant
Pit 30 Quarry • WAG-50-5181/Pit 30 Quarry

- There are Group A Public Drinking Water Systems:
  - PWSID 00100 Energy, Department of/200W, 189 connections, Effective Date 11-13-1990
  - PWSID 00177 Energy, Department of/100K, 5 connections, Effective Date 11-13-1990
  - PWSID 41840 Energy, Department of/300 Area, 20 connections, Effective Date 5-1-1988
  - PWSID 41947 Energy, Department of/400 Area, 5 connections, Effective Date 5-1-1988

- There are Group B Public Drinking Water Systems:
  - WSID 001761 Energy, Dept. of/ENERGY, DEPT OF/100D
  - WSID 001782 Energy, Dept. of/ENERGY, DEPT OF/251
  - WSID 001806 Energy, Dept. of/ENERGY, DEPT OF/609 Fire Station
  - WSID 001827 Energy, Dept. of/ENERGY, DEPT OF/6652C Observatory
  - WSID 00183Q Energy, Dept. of/Training Academy
  - WSID 001848 Energy, Dept. of/Yakima Barricade
  - WSID 04480U Energy, Dept. of/ENERGY, DEPT OF/182B
  - WSID AB046E Energy, Dept. of/Wye Barricade

DOE will operate as an “Owner” in coordination with the regulators to reach agreement on Contractor-prepared regulatory and supporting documentation, and on innovations that require changes to the regulatory approach.

C.4.9.9C.4.10.7 Natural Phenomena Monitoring

C.4.9.9C.4.10.7.1 Meteorological and Climatological Services

Background

Accurate and timely meteorological and climatological information is required by DOE and OHCs for emergency response, work scheduling, and general site safety. The system is particularly needed in the event of a release of hazardous material to the environment (atmosphere) from a Site facility. The Hanford Meteorological Monitoring system currently includes 32 monitoring stations on and adjacent to the Hanford Site, a Meteorological and Climatological Services computer network system, data display system, and interactive transport and diffusion computer model. In addition to routine weather reports, the system produces several specialized, mission, environmental, and safety-related reports.

Key Customers

- DOE
- OHCs
General Scope and Outcome

The Contractor shall maintain and operate the Hanford Meteorological Monitoring system and shall provide easily retrieved and understood real-time meteorological data for DOE and OHCs.

The desired outcome of the Meteorological and Climatological Services function is a reliable monitoring system producing sufficiently accurate and timely weather forecasts that enable safe conduct of routine activities and emergency response.

Key Customers

- DOE
- OHCs

Detailed Scope and Requirements

The Contractor shall:

- Maintain and operate the Hanford Meteorological Monitoring system and shall provide easily retrieved and understood real-time meteorological data for DOE and OHCs monitoring system, including appropriate QA and QC.
- Support emergency response activities with current meteorological data and forecasts, in the event of an accidental radiological or chemical release.
- Operate and maintain the Meteorological and Climatological Services computer network.
- Provide weather forecasts in support of routine and special Site operations to include general weather, telemetry, adverse weather, and special forecasts, as required.
- Detect adverse weather that may affect safety of Site workers (strong winds, thunderstorms, extreme cold, and snow events) and provide timely communication of this information to Site contractors and DOE.
- Monitor/report heat stress data and provide this information to Site contractors in support of Site cleanup activities when required.
- Operate the Met Viewer data display system and Air Pollutant Graphical Environmental Modeling System interactive transport and diffusion computer model.
- Produce data for annual potential radiological exposure assessment.
- Produce data for interactive atmospheric models in support of emergency response activities.
- Ensure that data availability are available for the annual estimation of potential public radiation exposure.
- Ensure that comprehensive climatological data records are maintained for use in a variety of other applications, such as post-accident analysis, dose reconstruction, building design, and environmental impact assessment.
- Maintain historical climatological database to respond to special requests in support of site activities.
Boundaries, Constraints, and Interfaces

Boundaries and Constraints: Regional and national organizations outside the Hanford Site may request meteorological and climatological information or support from the Contractor. In this event, the Contractor shall contact the DOE for guidance.

Interfaces: National Weather Service, as necessary, to share meteorological information and provide a complete forecast.

Seismic Monitoring

Background

Seismic Monitoring ensures compliance with DOE directives, guides, and DOE supplemental direction for facility safety requirements related to nuclear safety design, criticality safety, fire protection, and natural phenomena hazards (NPH) mitigation. For earthquake monitoring, DOE directives require facilities or sites with hazardous materials have instrumentation or other means to detect and record the occurrence and severity of seismic events.

The seismic network on and near the Hanford Site consists of two (2) designs of equipment and 49 sites (seismometer sites and strong motion accelerometer sites). Seismometer sites are designed to locate earthquakes and determine the magnitude and hypocenter location. Strong-motion accelerometer sites are designed to measure ground motion.

Key Customers

- DOE
- OHCs

The desired outcome of the Hanford Site Seismic Monitoring is a service that provides an uninterrupted collection of high-quality raw seismic data from the Hanford Seismic Network, located on and around the Hanford Site, and the Eastern Washington Regional Network.

General Scope and Requirements

Outcome

The Contractor shall:

- Provide a Hanford Site Seismic Monitoring function consisting of an uninterrupted collection of high-quality raw and processed seismic data from the Hanford Seismic Network for DOE and OHCs. This function shall have the capability to locate and identify sources of seismic activity and monitor changes in the historical pattern of seismic activity at the Hanford Site.
- Compile, archive, and publish the data for use by OHCs involved in waste management, NPH assessments, and engineering design and construction.

The desired outcome of the Hanford Site Seismic Monitoring is a service that provides an uninterrupted collection of high-quality raw seismic data from the Hanford Seismic Network located on and around the Hanford Site, and the Eastern Washington Regional Network.

Detailed Scope and Requirements
The Contractor shall:

- Issue an annual catalog of earthquake activity on and near the Hanford Site, and special-interest bulletins on local seismic events. The annual catalog shall include geologic interpretation of the sources of the earthquakes.
- Provide interpretations of seismic events from the Hanford Site and vicinity. Locate and identify sources of seismic activity, monitor changes in the historical pattern of seismic activity at the Hanford Site, and manage and permanently archive earthquake process data.
- Maintain an archive of seismic data from the Hanford Seismic Network, and records for the seismic sensor and relay sites, and make readily accessible to OHCs.
- Provide assistance to the Hanford Site Emergency Operations function and Hanford Site facilities in the event of a significant earthquake on the Hanford Site.
- Operate and maintain the seismic network (sites and equipment).
- Maintain land agreements with offsite network sites, provide data analysis, update software and provide seismologist support.

**Boundaries, Constraints, and Interfaces**

Boundaries and Constraints: None.


**C.4.9.10C.4.10.8 Radiological Site Services**

RSS is a Hanford Site service provided by the Contractor. RSS is a fully integrated and documented set of radiological support programs that provides the technical support, dosimetry, data, and records necessary to demonstrate compliance with required radiological monitoring and to verify the adequacy of Site radiological control programs in protecting the health and safety of workers, the public, and the environment.

RSS includes the following four (4) components: the Hanford External Dosimetry Program (HEDP), the Hanford Internal Dosimetry Program (HIDP), Hanford Radiological Records Program (HRRP), and the Hanford Radiological Instrumentation Program (HRIP), and HRRP.

**Scope and Requirements**

The Contractor shall:

- Provide RSS, as appropriate, for OHCs and subcontractor employees performing hazardous work that may expose workers, the public, or the environment to radiological hazards.
- Maintain and implement the RSS Strategic Plan (RSS Master Plan).
Hanford External Dosimetry Program

Background
The HEDP provides U.S. Department of Energy Laboratory Accreditation Program (DOE-LAP) accredited external dosimetry services, including technical support, documentation, and dosimeters that are capable of demonstrating compliance with external radiation monitoring requirements and dose limits of applicable DOE regulations and directives.

Key Customers
- DOE
- OHCs
- Hanford Site Subcontractors
- Hanford Site Visitors

General Scope and Outcome
The HEDP shall be designed and implemented based on the expressed types and quantities of external dosimetry services required by key customers, including the capability of processing up to 60,000 dosimeters per calendar year. The HEDP shall be managed in a fully-integrated manner with other RSS programs.

The desired outcome of the HEDP is external dosimetry services that provide demonstrated compliance with the external radiation monitoring requirements of key customers, and provide technically sound, defensible data for determining adequacy of Site radiological control programs in protecting the health and safety of workers, the public, and the environment.

Key Customers
- DOE
- OHCs

Detailed Scope and Requirements
The HEDP shall be designed and implemented based on the expressed types and quantities of external dosimetry services required by key customers.

The HEDP shall be managed in a fully-integrated manner with other RSS programs.

The Contractor shall:

- Provide the staffing and personnel required to perform HEDP services, including the preparation, distribution, processing, and documentation of external dosimetry (including associated dosimetry processing instrumentation and software).
- Provide, distribute, and process dosimeters, including personnel whole body, extremity, and accident dosimeters, area monitoring and criticality dosimeters, and environmental dosimeters.
- Maintain U.S. Department of Energy Laboratory Accreditation Program accreditation in external exposure categories required by customers.
- Provide the capability for priority processing of personnel dosimeters and onsite emergency processing of personnel dosimetry.
- Provide the results of processing of personnel dosimeters to the HRRP for inclusion in personnel radiation exposure records, including shallow dose equivalent, eye dose equivalent, deep dose equivalent, and neutron dose equivalent, according to the type(s) of dosimeter.

- Develop and maintain a technical basis document(s) for the HEDP.

- Provide representation to the Hanford Personnel Dosimetry Advisory Committee and necessary logistical and administrative support for the Committee.

- Provide and maintain technical documentation and specifications of the performance characteristics of dosimeters and the algorithms used for processing these dosimeters. This includes providing technical support to confirm that these performance characteristics and processing algorithms remain appropriate to meet customer monitoring requirements.

- Provide prompt notification to the applicable customer point-of-contact in the event of high, abnormal, missing, or anomalous dosimeter results. This includes providing technical support in investigating high, abnormal, missing, or anomalous dosimeter results and determining appropriate exposure or dose values.

- Develop and maintain systems for tracking the status of dosimeters that have been issued, for providing routine, periodic reports on the status of results of dosimeter distribution and processing, maintaining appropriate dosimetry records for personnel in a special or unique status, such as a declared pregnant worker, or on a radiological work restriction, and routine updating of radiological access control systems.

- Maintain a 24/7-hour point-of-contact for onsite radiological incidents.

- Establish an HEDP point-of-contact as the primary focus for routine service requests or information. Special requests requiring a commitment of additional resources shall be approved by DOE prior to fulfilling the request.

- Interface with customers to determine specific external dosimetry needs and requirements, to provide requested technical support, and to provide status and results of external dosimetry distribution and processing.

- Notify DOE of potentially abnormal circumstances or special service requests, such as multiple assignment of the same dosimeter, dosimeters worn by the wrong worker, dosimeters taken apart by workers, and other unusual events.

**Boundaries, Constraints, and Interfaces:** None.

### C.4.9.10.2C.4.10.8.2 Hanford Internal Dosimetry Program

#### Background

The HIDP provides accredited internal dosimetry services, including technical support, documentation, and analyses that are capable of demonstrating compliance with internal radiation monitoring requirements and dose limits of applicable DOE regulations and directives.

#### Key Customers

- DOE
- OHCs
Hanford Site Subcontractors

General Scope and Outcome

The HIDP shall be designed and implemented based on the expressed types and quantities of internal dosimetry services required by key customers, including the capability of performing up to 7,000 each in vitro and in vivo bioassays per calendar year. The HIDP shall be managed in a fully integrated manner with other RSS programs.

The desired outcome of the HIDP is internal dosimetry services that provide demonstrated compliance with the internal radiation monitoring requirements of key customers, and provide technically sound, defensible data for determining adequacy of Site radiological control programs in protecting the health and safety of workers, the public, and the environment.

Key Customers

- DOE
- OHCs
- Hanford Site Subcontractors

Detailed Scope and Requirements

The Contractor shall:

- Perform the staffing and personnel required to perform HIDP services, including the preparation, distribution, processing, and documentation of in vitro excreta samples and results and in vivo measurements and results, including maintaining associated software and in vivo measurement instrumentation.
- Maintain accreditation in internal exposure categories required by customers.
- Provide the results of HIDP measurements and analyses to the HRRP for inclusion in personnel radiation exposure records.
- Develop and maintain a technical basis document(s) for the HIDP, including the technical bases for evaluating radiological intakes and bioassay results. Update the HIDP as necessary to ensure such evaluations incorporate the latest International Commission on Radiological Protection (ICRP) biokinetic and human physiology models (for example, ICRP Publication 66, *Human Respiratory Tract Model for Radiological Protection*) consistent with existing DOE regulations and direction.
- Provide representation to the Hanford Personnel Dosimetry Advisory Committee and necessary logistical and administrative support for the Committee.
- Maintain the capability to perform in vivo measurements on an emergency basis within two (2) hours of notification.
• Provide guidance and technical input regarding medical intervention and recommend appropriate follow-up bioassay.

• Provide technical support in determining type(s) and frequency(ies) of bioassays to meet specific customer requirements.

• Perform routine scheduling for in vivo and in vitro bioassays, including developing and maintaining a system for home delivery and pickup of bioassay kits.

• Develop and maintain a system for evaluating and implementing waivers for routine bioassays.

• Provide for analysis of in vitro excreta samples and provide technical oversight of the excreta analysis laboratory to include conducting a QC oversight program independent of the excreta analysis laboratory’s in-house QC program.

• Provide prompt notification to the applicable customer point-of-contact in the event of positive, abnormal, or anomalous bioassay results. This includes providing technical support in investigating such positive, abnormal, or anomalous bioassay results and determining appropriate dose values.

• Develop and maintain systems for tracking and providing routine, periodic reports on the status and results of bioassays that have been scheduled, maintaining appropriate records for personnel in a special or unique status, such as a declared pregnant worker or on a radiological work restriction, and routine updating of radiological access control systems.

• Maintain a 24/7-hour point-of-contact for onsite radiological incidents.

• Establish an HIDP point-of-contact as the primary focus for routine service requests or information.

• Interface with customers to determine specific internal dosimetry needs and requirements, to provide requested technical support, and to provide status and results of internal dosimetry scheduling and processing.

• Notify DOE of special service requests, such as development of a new bioassay protocol, request to use an atypical analytical model, and other unusual requests. Special requests requiring a commitment of additional resources shall be approved by DOE prior to fulfilling the request.

**Boundaries, Constraints, and Interfaces:** None.

**C.4.9.10.3C.4.10.8.3 Hanford Radiological Instrumentation Program**

**Background**

The HRIP provides calibration, maintenance, and repair services for a broad range of portable and semi-portable radiological instrumentation, including technical support and documentation, to maintain the capability of such instrumentation to demonstrate compliance with radiation monitoring requirements of applicable DOE regulations and directives.

**Key Customers**

• DOE
• OHCs
General Scope and Outcome

The HRIP shall be designed and implemented based on the expressed types and quantities of portable and semi-portable radiological instrumentation calibration, maintenance, and repair services required by DOE and OHCs, including the capability of performing up to 16,000 instrument calibrations per calendar year. The HRIP shall be managed in a fully integrated manner. The desired outcome of the HRIP is radiological instrumentation and services that provide demonstrated compliance with the radiation monitoring requirements of key customers, and provide technically sound, defensible data for determining adequacy of Site radiological control programs in protecting the health and safety of workers, the public, and the environment.

Key Customers

- DOE
- OHCs

Detailed Scope and Requirements

The HRIP shall be designed and implemented based on the expressed types and quantities of portable and semi-portable radiological instrumentation calibration, maintenance, and repair services required by DOE and OHCs, including the capability of performing ~16,000 instrument calibrations each calendar year.

The HRIP shall be managed in a fully integrated manner.

The Contractor shall:

- Provide the staffing and personnel required to perform HRIP services, including the routine pickup and delivery of radiological instrumentation from customers, and the maintenance of software and instrumentation associated with calibration, maintenance, and repair of radiological instrumentation.

- Provide and maintain the capabilities to calibrate, maintain, repair, and perform performance and/or type testing for a broad range of radiological instrumentation designed to detect and/or quantify x-ray, gamma ray, beta particle, alpha particle, and/or neutron radiations across a broad range of energies and intensities. Calibration of radiological instrumentation shall be performed in accordance with appropriate ANSI standards, using calibration sources traceable to the National Institute of Standards and Technology and Standards, or equivalent international standards.

- Maintain, manage, procure and modernize the existing Hanford pool of radiological instruments, including developing processes for necessary replacement of instruments.

- Provide a records management system for the capture and retention of records and data associated with calibration, maintenance, and repair of radiological instrumentation, including performance and/or type testing of radiological instrumentation.

- Provide representation to the Hanford Instrument Evaluation Committee and necessary logistical and administrative support for the Committee.

- Provide and maintain technical documentation and specifications of the performance characteristics of radiological instrumentation calibrated and/or maintained. This includes providing technical support to confirm that these performance characteristics continue to meet changing customer monitoring requirements.
• Develop and maintain systems for tracking the status of calibration, maintenance, and repair of radiological instrumentation, and for providing routine, periodic reports on this status to customers.

• Provide prompt notification, to applicable customer point-of-contact, of radiological instrumentation, provided for calibration, maintenance, or repair, if found to be outside customer-required tolerances.

• Provide certification of current activity, emitted dose rate, or surface emission rate for various configurations of field check sources.

• Provide technical and administrative support when, requested by customers, for the purchase of new or replacement radiological instrumentation.

• Establish an HRIP point of contact as the primary focus for routine service requests or information. Special requests requiring a commitment of additional resources shall be approved by DOE prior to fulfilling the request.

• Interface with customers to determine specific customer radiological instrumentation needs and requirements, to provide requested technical support, and to provide status and results of calibration, maintenance, repair, and/or testing of radiological instrumentation, including out-of-tolerance reports.

• Provide specialized calibrations or modified instrument design or functions (e.g., ruggedized or window designs).

• Maintain software, hardware, and documentation in compliance with requirements of key customers and approved procedures, and the approved QA Plan, and appropriate electronic and information management security plans.

Boundaries, Constraints, and Interfaces: None.

C.4.10C.4.11 Safety and QA

C.4.10.1C.1.1.1 Organizational/Safety Culture

Scope and Requirements

The Contractor shall:

C.4.10.2 Implement DOE P-450.4, Integrated Safety Management System

Background

The ISMS is a systems approach to ensure that environmental, health and safety are incorporated into work planning and execution at all levels of management and production. The Contractor shall implement a DOE-approved ISMS to systematically integrate environmental, health and safety into work planning execution as an overall expectation of this contract. Failure to implement the approved ISMS will subject the Contractor to Section B.13, Conditional Payment of Fee DOE Hanford Site-specific Performance Criteria/Requirements.

General Scope and Outcome

The Contractor shall develop and implement an ISMS that complies with the Section I clause, DEAR 970.5223-1 entitled, Integration of Environment, Safety, and Health into Work Planning and Execution, as well as the Contractor Guidance Document to be provided as required by
DEAR 970.5223-1 entitled, Integration of Environment, Safety, and Health into Work Planning and Execution.

The desired outcome is an ISMS that ensures planning and work described in this contract is performed in a systematic manner, integrating environmental, health and safety into work planning and execution.

DOE will accept the Contractor ISMS in accordance with the provided Contractor Guidance document. Final acceptance will be upon successful completion of the Phase II Verification.

Detailed Scope and Requirements

The Contractor shall:

- Develop and implement a single (contract) ISMS as outlined in the Contractor Guidance Document.
- Submit a preliminary ISMS description to DOE for approval, as per the Contractor Guidance Document.
- Submit a final ISMS description to DOE for approval, as per the Contractor Guidance Document.
- Submit the (Phase II) ISMS Declaration of Readiness to DOE for approval, as per the Contractor Guidance Document.
- Until DOE approves the ISMS, adapt and implement an existing DOE-approved Hanford Site ISMS description.

Boundaries, Constraints, and Interfaces: None.

C.4.11.1 Organizational/Safety Culture

Background

- It is DOE’s policy to design, construct, operate, and decommission its nuclear facilities in a manner that ensures adequate protection of workers, the public, and the environment. Towards this end, DOE expects the Contractor to implement the DOE’s Safety Management System Policy, by incorporating DOE’s ISM Core Functions and Guiding Principles into management systems/processes into its operational principals, DOE’s core functions and guiding principles, with the expectation of maintaining a strong organizational and safety culture.

- Adopt and continuously improve organizational culture (Site core values and behaviors), safety culture, and safety conscious work environment, including implementation and utilization of programs/processes that support employees raising concerns without fear of retaliation. These programs/processes include, but are not limited to: Employee Concerns Program (ECP), the Differing of Professional Opinions Process; Ethics and Compliance Program/Process; and Alternative Dispute Resolution.

Continuously General Scope and Outcome

- The Contractor shall adapt to Hanford’s organizational and safety culture and incorporate Site core values and behaviors into leadership principals, management behaviors, operational work planning, and work execution. Emphasis shall be placed on Leadership, Employee Engagement, and Organizational Learning behaviors and values consistent with DOE G 450.4-1C, Integrated Safety Management System Guide, Attachment 10. Policies and processes that promote a work environment where employees are encouraged to raise safety concerns. The Contractor shall define expectations, be
Develop, implement, and maintain a detailed scope and requirements.

The contractor shall:

- Develop, maintain, and implement an organizational/safety culture sustainment plan. On a semi-annual basis, at a minimum, the Contractor shall inform DOE of the effectiveness of the improvement actions and plans to initiate new improvement actions.

- As part of the sustainment plan, measurement processes used to determine the current state of the organizational/safety culture and how new improvement actions were derived from the measurement processes will be reported to DOE annually as part of the ISMS effectiveness report, as specified in the ISMS Contractor Guidance Document.

- Maintain and administer the current Hanford Safety Culture Survey (HSCS) process. The Contractor shall notify OHCs of its availability and make the HSCS available upon request. The Contractor shall provide support when requested for the tailoring, distributing, analyzing and reporting results in a manner mutually agreed upon by both parties. Results of the survey shall be released and/or distributed only by the requesting contractor, unless otherwise agreed.

Boundaries, Constraints, and Interfaces: None.

- Safety Culture Sustainment Plan (SCSP) within 120 days after transition. The SCSP shall address the safety culture focus areas, such as Leadership, Employee Engagement, and Organizational Learning. Specific deliverables regarding how the SCSP will be evaluated, and how updates will be provided to DOE will be included in the SCSP. The Contractor shall review and update the SCSP at least annually.

- Conduct business in a manner fully transparent to DOE. Activities are demonstrated by open, clear, and well communicated management actions and technical and project documentation. Identified issues and trends are proactively shared with DOE.

- Champion a culture that rewards proactive self-identification and reporting of issues that identifies and takes action on systemic weaknesses leading to sustained continuous self-improvement.

The Contractor may use DOE NTC safety culture training for senior and mid-level managers, front-line supervisors, and employees, if desired.

Boundaries, Constraints, and Interfaces: None.

C.4.10.3C.4.11.2 Radiation Protection

The desired outcome is an effective radiation protection program that is protective of the workforce and public through the use of an effective As Low As Reasonably Achievable process.

Background

Contractors are required to protect individuals from ionizing radiation by implementing a Radiation Protection Program in accordance with 10 CFR 835, Occupational Radiation Protection.

The Contractor’s radiation protection program establishes program requirements for protecting individuals from ionizing radiation resulting from the conduct of DOE activities.

General Scope and Outcome
The Contractor shall develop **Scope and Requirements**

**The Contractor shall:**

- **Develop** and implement a radiological health and safety program that is consistent with DOE STD-1098-2017 guidance for implementing occupational radiological control programs complies with the requirements of 10 CFR 835, *Occupational Radiation Protection* and DOE/RL-2002-12 entitled, *Hanford Radiological Health and Safety Document*.

The desired outcome is to manage and control exposures to the workforce to as low as reasonable, taking into account practical and technical considerations, to attain doses as far below the applicable limits listed in 10 CFR 835 as reasonably achievable.

**Detailed Scope and Requirements**

**The Contractor shall:**

- Perform radiological work activities in compliance with a documented Radiological Protection Program (RPP) as approved by DOE. Before the Contractor’s radiological work may commence, the Contractor shall adopt and implement another contractor’s approved RPP as its own, until receiving DOE approval of the Contractor’s final RPP. The RPP shall specify the existing and/or anticipated operational tasks that are intended to be within the scope of the RPP and shall address, but is not limited to, each requirement in 10 CFR 835, *Occupational Radiation Protection*.

- Update the RPP and submit to DOE whenever a change or addition is made, prior to initiation of a task not within the scope of the RPP, or within 180 days of the effective date of modifications to 10 CFR 835, *Occupational Radiation Protection*. The Contractor may make changes, additions, or updates to its approved RPP, which may become effective without prior DOE approval, provided the changes do not decrease the effectiveness of the RPP and the RPP continues to meet the requirements of the rule.

- Utilize the Hanford RSS organization for portable radiological instrumentation purchase, repair and calibration, internal dosimetry, external dosimetry, and radiological dosimetry records management. The Contractor shall also utilize the Hanford Site Radiological Control software for field radiological operations.

- Utilize the Hanford Site Radiological Access Control Software for field radiological operations.

- Comply with the Hanford Radiological Health and Safety document, including participation as a voting member in the Hanford Site Radiological Control Forum (HSRFC), as specified in the document. The Contractor shall be bound to the decisions of the HSRFC.

**Boundaries, Constraints, and Interfaces:** None.

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**C.4.10.4C.4.11.3 Worker Safety and Health Management**

**Background**

Contractors are required to implement a worker safety and health program that reduces or prevents occupational injuries, illnesses, and accidental losses by providing workers with a safe and healthful workplace. OHCs implement worker safety programs that comply with 10 CFR 851, *Worker Safety and Health Program*.

**General Scope and Outcome**
The Contractor shall develop and implement a Worker Safety and Health Program that complies with 10 CFR 851, Worker Safety and Health Program.

The desired outcome of the Worker Safety and Health Management function is assurance that a Worker Safety and Health Program that assures the workplace is free of recognized hazards, which may cause or have the potential to cause death or serious physical harm to the Hanford Site personnel. Hazards shall be identified and controlled; qualified safety and health professionals direct and manage the program, workers are involved in the development of safety goals and are held accountable for safety performance, and workers are provided with information about the hazards in the workplace, including the right to report, without reprisal, job-related illnesses, incidents, and hazards.

**Detailed Scope and Requirements**

The Contractor shall empower workers through active pursuit of employee involvement in perform work planning and control (WP&C), and through implementation of the tenets of VPP. The Contractor shall support and facilitate transition and maintenance of this achievement by the workforce until the Contractor can apply for recognition as a new entity.

The Contractor shall provide support to DOE for safety and health activities, as requested.

The Contractor shall develop (or adapt) and submit a Worker Safety and Health Program (WSHP) as approved by DOE. Before the Contractor’s work may commence, the Contractor shall adopt and implement another contractor’s approved WSHP Program as its own, until receiving DOE review and approval of the Contractor’s WSHP.

As applicable, the Contractor shall submit to DOE a list of closure facility hazards within 90 days after identifying such hazards. DOE will accept either the closure facility hazard controls or direct additional actions to either achieve compliance or provide additional controls to protect the workers.

On behalf of the DOE Federal Employee Occupational Health and Safety Program, the Contractor shall collect upon DOE request IH samples (including evaluation and recommendations) and process them under the Contractor’s Record Program (e.g., indoor air quality, evaluations, Be, asbestos, lead).

The Contractor shall provide for a respiratory protection equipment program which includes, but is not limited to, maintenance, testing, repair, cleaning, and servicing.

The Contractor shall perform work in compliance with the approved WSHP.

**Boundaries, Constraints, and Interfaces**: None.

**C.4.10.5C.4.11.4 Workplace Substance Abuse Programs**

The Workplace Substance Abuse Program (WSAP) function for the Hanford Site involves ~500 personnel performing work covered by DOE regulations and ~120 personnel performing work covered by DOT regulations. The authorities and requirements are derived from 10 CFR 707 entitled, *Workplace Substance Abuse Programs at DOE Sites* and 49 CFR 40 entitled, *Procedures for Transportation Workplace Drug and Alcohol Testing Programs*. The WSAP activities support DOE contractors, their subcontractors, and other low-tier subcontractors, and includes Contractor personnel who are in testing-designated positions. The Contractor is expected to maintain a workplace free from the use of illegal drugs and alcohol through the overall administration of the WSAP, which includes developing procedures, identifying individuals in testing-designated positions, conducting employee and supervisory training, testing programs, management of the WSAP records, and interfaces with the OHCs.

**Scope and Requirements**
The Contractor shall:

- Provide a WSAP Management Plan to DOE for approval within 30 days of NTP Contract award, and review and update the plan annually.

- Comply with the requirements in 10 CFR 707, Workplace Substance Abuse Programs at DOE Sites, DOE O 350.1 entitled, Contractor Human Resource Management Programs, and 49 CFR 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs. Ensure the requirements are incorporated in the overall WSAP IP.

- Establish a testing program for employees in testing designated positions. Testing designated positions are identified by the Contractor and apply to employees whose duties involve:
  - Access to or handling of classified information;
  - Access to or handling of SNMs;
  - High risk of danger to life, the environment, public health and safety, or national security; or
  - Transportation of hazardous materials to or from a DOE Site.

- Coordinate and track drug/alcohol testing for the OHCs, as required by DOT regulations.

- Develop procedures and coordinate records management for the implementation of the WSAP to help maintain a workplace free from the use of illegal drugs. The Contractor procedures shall include education awareness programs on hazardous substances in the workplace, supervisory training regarding their responsibilities with impaired employees, and employee assistance program services. Where testing-designated positions have been identified, the Contractors shall include a testing program that meets the requirements of the Department of Health and Human Services Mandatory Guidelines and 10 CFR 707 entitled, Workplace Substance Abuse Programs at DOE Sites. Positive results for illegal drug testing shall be reported to DOE, concurrent with notification to the employer.

- Report occurrence and/or reasonable suspicion testing regarding the WSAP to DOE within four (4) hours from the time the testing is ordered.

**Boundaries, Constraints, and Interfaces**

Boundaries and Constraints: The Occupational Medical Services Provider administers the testing for illegal drugs and alcohol, and provides the pass/fail test results.

Interfaces: Occupational Medical Services Provider.

**C.4.10.6C.4.11.5 Event Notification, Reporting, and Investigation**

The desired outcome for Event Notification, Reporting and Investigation is accurate and timely notifications, reporting, and investigation of environmental, safety, and health events.
Background

Occurrences resulting from activities performed at facilities or in support of facility operations must be reported to notify DOE about events that could adversely affect the health and safety of the public or the workers, the environment, Hanford Site mission, or the credibility of the DOE. The Contractor must establish and implement operational practices to ensure appropriate event notification for timely response, develop reports to ensure DOE is notified about events, promote organizational learning, and must establish and implement operational practices for investigation events to determine their impact and prevent recurrence based on significance.

General Scope and Outcome

The Contractor shall make notifications and report events, as required by DOE O 422.1 entitled, Conduct of Operations, Attachment 2, Section 2.g, Notifications; report events as required by DOE O 232.2A entitled, Occurrence Reporting and Processing of Operations Information; investigate events as required by DOE O 422.1 entitled, Attachment 2, Section 2.f; and support DOE as required by DOE O 225.1B entitled, Accident Investigation. In addition, the Contractor shall make notifications, report events, and follow investigation requirements of DOE O 231.1B entitled, Environment, Safety, and Health Reporting; and DOE O 436.1 entitled, Departmental Sustainability.

Detailed Scope and Requirements

Notifications

The Contractor shall:

- Establish and implement practices to ensure appropriate event notification for timely response, addressing the following elements:
  - Procedures for internal, DOE, and external notifications, including events, persons to be notified, persons responsible to make notifications, contact information, and recordkeeping. If an event occurs while the Contractor is working in a facility operated by an OHC, the contractor who has primary responsibility for the facility or activity shall make the event notification.
  - Communications equipment for notifications.
- Notify the DOE Facility Representative (FR) for events such that real time notification of DOE line management occurs for personnel injuries, personnel radioactive contamination or internal deposition, chemical exposures, work stoppages, and other situations that might receive public, regulatory, or DOE-HQ attention. In addition, the FR shall be notified on a 24/7-hour basis of events that reach a threshold to notify the Facility Manager, including non-reportable and adverse conditions. Specific criteria for FR notification shall be, but are not limited to, the following:
  - Employees receive occupational injuries or are exposed to hazards that result in transport to a first aid facility, a hospital, or cause the individual to be entered into a medical monitoring program.
  - Employees are unexpectedly exposed to hazardous substances (e.g., Be, asbestos, mercury, lead) in excess of regulated limits, or unplanned immediately dangerous to life and health conditions.
  - Employees receive skin or personal clothing contamination where decontamination must be performed. Contractors shall distinguish between clothing contamination and skin contamination.
Employees have indications of radioactive internal deposition, as verified by positive nasal smears, positive workplace monitoring results requiring follow-up (i.e., whole body count, bioassay), or other measured indications of a potential internal deposition.

When a stop work is invoked for a safety-related reason, by either workers or Contractor management.

Whenever a situation is discovered that presents an immediate danger to workers, the environment, or the public, or when it is determined such a condition was known to exist and was not mitigated.

Whenever the following barriers associated with determining isolation conditions for hazardous energy fail: Tagout Preparation, Technical Review, Installation, Verification, Safe Condition Check, and Safe to Work Check.

Transportation incident/accident involving radioactive or hazardous materials.

Whenever an incident occurs that involves the potential loss of control or compromise of classified or nuclear materials.

Whenever non-compliance with an environmental permit or requirement is identified and self-notification to a regulatory authority is planned.

- Notify the FR prior to conducting event investigations (e.g., critique, fact-finding, post-job). Notification will be made, allowing sufficient time for the FR to attend.

**Reporting**

The Contractor shall report Occurrences resulting from activities performed by Contractor personnel and subcontractors in support of facility operation and other externally driven events (such as natural phenomena), categorize the occurrences, notify DOE elements as required, and prepare and submit Occurrence Reports. Reporting Programs shall include the following: Event or Condition Identification and Response, Event or Condition Categorization, Prompt Notifications, Occurrence Report Processing, Occurrence Investigation and Analysis, and Identifying Safety Performance Trends and Recurring Occurrences.

**Investigation**

The Contractor shall:

- Establish and implement operations practices for investigating events to determine their impact and prevent recurrence, addressing the following elements:
  - Specific events requiring investigation and criteria for identifying other events or conditions to be investigated;
  - Designation of investigators and their training and qualification;
  - Investigation processes and techniques;
  - Causal analysis and corrective action determination;
  - Event investigation reporting, training, and trending; and
  - Responses to known or suspected sabotage.
• Support DOE accident investigations for accidents occurring on self-performed and subcontracted work activities, as required in current DOE directives.

Boundaries, Constraints, and Interfaces: None.

C.4.10.7C.4.11.6 Activity Level Work Planning and Control Program

The desired outcome for the Activity Level WP&C Program is to:

• Ensure protection of the worker, the public and the environment by scoping, planning, scheduling and preparing in a manner that results in the safe execution of work.

• Eliminate or mitigate the hazards associated with work.

• Identify the impact of work to the facility and work groups and plan, control, and execute the work without incurring unanticipated issues resulting from the work.

• Maximize the efficiently and effectiveness of Site personnel and material resources.

• Maximize the availability and reliability of facility equipment and systems.

• Maximize continual improvement and learning with robust feedback and improvement processes.

Background

Activity-Level Work Planning and Control (WP&C) is an integral component of ISMS and the DOE’s corresponding policy requiring work to be conducted safely, efficiently, and in a manner that ensures protection of workers, the public, and the environment. Because of the importance, the DOE’s developed guidance in the form of DOE-HDBK-1211-2014, Activity-Level Work Planning and Control Implementation. The Handbook provides a common approach in developing WP&C processes and strives to improve contractor work processes and their implementation, consistent with the DOE safety culture focus areas of leadership, employee/worker engagement, and organizational learning.

General Scope and Outcome

The Contractor shall develop an Activity-Level WP&C program that meets the tenets of DOE-HDBK-1211-2014, Activity-Level Work Planning and Control Implementation. The program will be evaluated as part of the DOE ISMS Phase I and Phase II reviews. Once the Contractor has successfully passed the DOE ISMS review proposed changes, other than minor (e.g., administrative, no change to intent or rigor), to the WP&C program will require DOE review and approval.
Detailed Scope and Requirements

The Contractor shall develop and submit for review the program is encompassing an Activity-Level WP&C Program that includes processes and procedures that meets the tenets of DOE-HDBK-1211-2014. The tenets of the handbook are required for this Contract and are not be limited to nuclear facilities and activities. The handbook describes “approaches” in terms of “non-mandatory”; however, for this contract the tenets of the handbook are mandatory and will be evaluated during ISMS review. Implementing software will be maintained “leading edge” and incorporate life cycle needs of the site. If deemed by the Contractor to improve safety and/or productivity, the Contractor, along with OHC other Site contractors, is encouraged to develop a Sitewide consensus WP&C Program and associated implementing software system. Once the program has been approved by DOE, proposed changes, other than minor (e.g., administrative, no change to intent or rigor), require submittal of revisions to DOE for review and approval.

Boundaries, Constraints, and Interfaces:

None.

C.4.11.7 Quality Assurance

Boundaries, Constraints, and Interfaces:

None.

C.4.10.8C.1.1.1 Quality Assurance

Background

Contractors are required to implement QA programs that provide confidence that quality is achieved. The Quality Assurance Program (QAP) shall be implemented using a graded approach, based upon the relative importance of the activity and the potential consequences of failure.

General Scope and Outcome

QAPs apply to contract requirements and are not limited to environment, safety, and health functions. The Contractor shall develop and implement a QAP that complies with 10 CFR 830 Subpart A entitled, Quality Assurance Requirements, and current DOE directives relating to Nuclear Safety Management and QA.

The desired outcome is a Quality Assurance Plan (QAP) that ensures that products and services provided or performed by the Contractor are of a high quality and meet or exceed stated requirements.

Detailed Scope and Requirements

The Contractor shall:

- Submit a QAP that implements DOE O 414.1D and 10 CFR 830 subpart A. Establish, implement, and maintain a QAP that meets the requirements specified in Section II clause entitled, Quality Assurance Requirements for Work Performed by the U.S. Department of Energy Office of Environmental Management.

- Ensure QA by requiring the implementation, submission, and approval of the QAP program in accordance with the DOE O 414.1D entitled, Quality Assurance, and EM QA 001, EM Quality Assurance Program (QAP), Rev. 1, by the Contractor at the beginning of the contract performance and prior to commencement of quality affecting work. The Contractor shall describe, in detail, in the Contractor’s Quality Assurance Program Description (QAPD) the Records Management Plan, as described in Records Management (Section C entitled, Records Management).

- Develop and implement QAP that meets applicable laws and regulations and documented in a QAPD or equivalent.
When QAPs or program documents are required as part of the Contractor’s response to procurement documents (such as an RFP), these program documents are reviewed and evaluated by DOE during the proposal or bid evaluation process.

- Implement NQA-1 2008 and Addenda through 2009a for work affecting nuclear safety using a graded approach to implement requirements, in accordance with Section H clause entitled, Quality Assurance Requirements for Work Performed by the U.S. Department of Energy Office of Environmental Management.

- Develop a Graded Approach document and submit to DOE for approval, 90 days prior to commencing quality-affecting work. The Graded Approach document may be a standalone document or included within the QAPD. The Graded Approach document shall describe the basis of the graded approach used. The graded approach may not be used in implementing the unreviewed safety question process or in implementing technical safety requirements.

- Establish and maintain an organizational specific Quality Assurance Implementation Plan (QAIP) using a graded approach. The QAIP shall be documented and submitted for DOE approval as a standalone document or combined with the QAP describing how the applicable requirements of the Contractor’s QAP are implemented and/or passed down to lower-tier organizations, as required by EM-QA-001, EM Quality Assurance Program (QAP), Rev. 1. The QAIP may be a standalone document or included within the required QAPD. The Contractor shall submit the QAIP to DOE within 90 days of NTP for review and approval.

- Ensure that programs provide for prevention of suspect/counterfeit items and provide for proper grading of safety software.

- Develop and submit to DOE for approval, within 60 days of NTP, and implement a Contractor Assurance System (CAS) Description that includes assignment of management responsibilities and accountabilities, and provides evidence to assure both the DOE and Contractor management that work is being performed safely, securely, and in compliance with requirements. The Description should ensure risks are identified and managed, and systems of control are effective and efficient. The Contractor shall update and re-submit the CAS Description to DOE for approval when significant changes are made.

- NQA-1 is the consensus standard that shall be applied for work performed under this Contract. Additionally, the Contractor is expected to implement current requirements documents, such as DOE O 414.1D and EM-QA-001, EM Quality Assurance Program (QAP), which contain requirements that are in addition to or provide clarification of requirements.

- Implementation of the above standards may involve tailoring to be aligned with the QA consensus standard specified in the Contract. Applied tailoring shall be discussed and approved by DOE to ensure the requirements of the QA consensus standard specified in this contract are adequately implemented.

- With DOE approval, these standards can be substituted or augmented by other documented industry standards, practices, or guidance. The Contractor’s QAP will specify which of the above standards (including substitutions or additions) will be implemented. Where conflicts exist between the guidance and the QA consensus standard specified in the Contract, the consensus standard requirements will take precedence. Tailoring agreements will be specified in writing, provided to DOE for approval, and maintained as a record. For those implementation standards not used, the Contractor’s QAP will provide a justification.
C.4.10.8.1C.4.11.7.1 Requirements Management Program

Background

The Contractor shall manage requirements through the incorporation and utilization of the Government-furnished requirements management, and implement the Hanford requirement management business system standard. The Contractor shall maintain the approved system for the life of the Contract and shall ensure DOE can utilize the system.

In addition to the instructions, procedures, and drawings requirements specified in Section H clause entitled, Quality Assurance Requirements for Work Performed by the U.S. Department of Energy Office of Environmental Management, the Contractor shall implement a requirements management system that entails managing legal, regulatory, contractual and technical requirements, and enduring commitments of a project to ensure and maintain alignment between those requirements and the project’s implementing plans, activities and work products. The Requirement Management Program encompasses the tasks of establishing a requirements baseline, crediting the documented implementing provisions, and maintaining bidirectional traceability to and from implementing provisions, under change controls and maintaining configuration management.

As a program/project management function, the purpose of requirements management is to manage requirements of the Contractor’s programs, processes, products and product components and to ensure alignment between those requirements and the Contractor’s implementing plans, work instructions, and work products.

General Scope and Desired Outcome

The desired outcome is the implementation of an effective requirements management program that establishes and maintains a complete requirements dataset that provides bidirectional traceability to implementing provisions, and from those documented implementing provisions back to applicable requirement sources. The requirements sources include, but are not limited to, direct contractual provisions; applicable CRDs; applicable DOE directives; applicable federal, state, and local regulatory requirements; permit provisions; applicable DOE Standards; applicable Hanford Site standards; adopted industry standards; adopted guidance; enduring commitments from enforcement actions or corrective actions; and demonstrating that applicable requirements are adequately implemented within the Contractor’s documented programs, plans, procedures, and/or work instructions.

Detailed Scope and Requirements

The Contractor shall:

- Establish and facilitate a Hanford Sitewide Requirements Management Forum for benchmarking best practices, consolidating feedback, and maintaining software configuration across the Hanford Site.

- Develop, document, and implement an effective Sitewide requirements management system that satisfies the related user provisions described within the Hanford requirements management business system standard.

- Implement a Requirements Management System that entails managing legal, regulatory, contractual, and technical requirements, and enduring commitments of a project to ensure and maintain alignment between those requirements and the project’s implementing plans, activities, and work products.
Maintain the system for Requirements Management formanagement system, facilitated in part through the use of a Government-furnished software tool distributed through the life of this Contract and shall ensure DOE can utilize HLAN. The Contractors interface with the system.

- Procure, incorporate, and utilize a commercial off the shelf requirements management software.

- Perform a system is facilitated through the support of the designated Hanford Site Service provider, who administers the software and provides initial and ongoing training on its use, and coordinate.

- Describe in detail, the Requirements Management Program in the Contractor’s QAPD.

**C.4.10.8.2C.4.11.7.2 Procedure Management**

The Procedure Management System provides electronic processing and delivery for the DOE and OHCs procedure system documents on the intranet. DOE provides technical procedure content, and the system and associated services is provided by the Contractor. The Contractor shall:

**Scope and Requirements**

The Contractor shall:

- Provide, implement, administer, and maintain a Procedure Management system.

- Provide initial and reoccurring training on its use at a frequency necessary to maintain capability and proficiency.

- Develop and maintain a Procedure Management Standard and Procedure Management Procedure for DOE approval; changes to these shall be approved by DOE.

- Coordinate and interface with DOE to maintain the configuration of the process and the Standard and Procedure.

- Utilize commercially available off-the-shelf software.

- Monitor program costs and identify cost efficiencies. Costs shall be measured and reported to DOE annually or as requested by DOE.

**C.4.10.8.3C.4.11.7.3 Control of Purchased Items and Services**

**Scope**

In addition to the control of purchased items and services requirements specified in Section H clause entitled, Quality Assurance Requirements

The Contractor shall develop and implement, if applicable to the work scope, a commercial-grade dedication program that incorporates the guidance of the EPRI 2014 Electric Power Research Institute Technical Report Plant Engineering: Guideline for the Acceptance of Commercial Grade Items in Nuclear Safety-Related Applications. This program shall be described in detail in the Contractor’s QAPQAPD and approved by DOE.

**C.4.10.8.4 Issue Management and Tracking**

In addition to the control of nonconforming Items and corrective action requirements as specified in Section H clause entitled, Quality Assurance Requirements for Work Performed by the U.S. Department of Energy Office of Environmental Management, the Contractor shall provide an issue management system (IMS) that shall include:
Requirements to effectively document issues, document corrective action plans, and document issue closure.

A comprehensive system for the identification, assignment of significance category, and processing of nuclear safety-related issues identified within the Contractor’s organization.

A process to assign significance to the issues which shall be the basis for actions taken by the Contractor in correcting the issue from initial causal analysis, reviews for reporting to DOE, through completion of Effectiveness Reviews, if required based on the seriousness of the issue.

A detailed description of the IMS, the significance, shall be included in the Contractor’s QAPD and approved by DOE.

The Contractor’s IMS design shall incorporate and utilize the Government-furnished Business Enterprise software suite, and implement the Hanford IMS Business System Standard. The Contractor’s interface with the Business Enterprise Software Suite is facilitated through the support of the designated Hanford Site Service provider. The Contractor shall describe this system in detail in its QAPD, approved by DOE.

Quality Assurance Requirements for Computer Software for Nuclear Facility Applications

The Contractor, in addition to the software requirements contained in the QA program specified in Section H clause entitled, Quality Assurance Requirements for Work Performed by the U.S. Department of Energy Office of Environmental Management, shall develop and implement a software program that incorporates the guidance of the Institute of Electrical and Electronic Engineers (IEEE) Software Engineering Standards listed in Attachment J-2, or other IEEE standard that are applicable to the Contractor’s scope of work. This guidance shall be incorporated into the Contractor’s program when addressing software life cycle activities, such as requirements identification, software design, software test planning and testing, and software verification and validation. This program shall be described in detail in the Contractor’s QAPD and approved by DOE.

Boundaries, Constraints, and Interfaces: None.

C.4.10.9C.4.11.8 Conduct of Operations

Background

The desired outcome for a Conduct of Operations (CONOPS) is to minimize the likelihood and consequences of human fallibility or technical and organizational system failures; and support safety and mission success.

Key Customers

- DOE
- OHCs

Scope and Requirements

The Contractor shall:

- Establish a CONOPS Program that includes formal documentation, practices, and actions that implement disciplined and structured operations, that support mission success and promote worker, public, and environmental protection. The goal is to minimize the likelihood and consequences of human fallibility or technical and organizational system failures. The program is a safety management
The program recognized in the Nuclear Safety Rule (10 CFR 830 entitled, Nuclear Safety Management), but it also supports safety and mission success for a wide range of hazardous, complex, or mission-critical operations, and some Conduct of Operations attributes can enhance routine operations.

The program will support the ISMS by providing concrete techniques and practices to implement the ISMS Core Functions of Develop, Implement Hazard Controls, and Perform Work within Controls.

**Key Customers**

- DOE
- OHCs

**General Scope and Outcome**

The Contractor shall conduct operations in accordance with the requirements of CRD O 422.1, Chg 2, Conduct of Operations, to minimize the likelihood and consequences of human fallibility or technical and organizational system failures.

**Detailed Scope and Requirements**

The Contractor shall:

- Develop and implement a CONOPS Program using the specific conduct of operations requirements and attributes identified in CRD O 422.1 entitled, Conduct of Operations, for Hazard Category 1, 2, and 3 nuclear facilities.

- Develop and implement a CONOPS Program for other than Hazard Category 1, 2, and 3 nuclear facilities, specifically:
  - Water and Sewer Utilities,
  - Electrical Utilities, and
  - Through contractor evaluation, other operations that could benefit from the formality of operations, defined in CRD O 422.1 entitled, Conduct of Operations.

- Provide to DOE for approval, a CONOPS Implementation Matrix consisting of entries for each specific CONOPS requirement and attribute of the program CRD O 422.1 entitled, Conduct of Operations, and a citation of the specific documentation that implements the item, or a justification for each item that is not implemented.

- Review, update, and obtain approval of documentation, demonstrating conformance at inception, when changes in conditions require changes in the documentation, and at least every three (3) years or as directed by DOE (minor administrative changes and corrections or routine updates to cited documents do not require new DOE approval).

**Boundaries, Constraints, and Interfaces:** None.

- The Contractor shall notify the FR prior to conducting event investigations (critique, fact-finding, post-job). Notification shall be made, allowing sufficient time for the FR to attend.
Boundaries and Constraints: DOE is the final interpretive authority for both technical and QA requirements, and industry guidance usage. DOE administers, interprets, and monitors effective implementation of DOE QA policies and associated documents, including the Contractor’s QAP.

Interfaces: None.

Beryllium

The desired outcomes are minimized exposures to beryllium workers, reduction of Be contaminated areas, and effective management of workers who are either sensitized or have chronic Be disease.

Key Customers

- DOE
- OHCs

Background

OHCs are required to implement a Chronic Beryllium Disease Prevention Program (CBDPP) that minimizes the number of workers exposed or potentially exposed to Be, minimizes the number of opportunities for workers to be exposed to Be, and minimizes the disability and lost work time of workers due to chronic Be disease, Be sensitization and associated medical care. Facilities the Contractor will be assigned under this Contract have not previously been identified as suspect Be facilities; however, that does not mean the facility(ies) are free of Be. Since the Contractor may employ workers who have either been exposed or potentially exposed to Be at a DOE facility, the Contractor is required to have an approved CBDPP.

General Scope and Outcome

The Contractor shall implement the Hanford Site CBDPP that complies with 10 CFR 850 entitled, Chronic Beryllium Disease Prevention Program. The desired outcome is the implementation of a CBDPP that ensures no workers are exposed to an airborne concentration of Be greater than the permissible exposure level, and an effective counseling/concerns program that fully addresses and resolves employee issues with regard to Be exposure.

Detailed Scope and Requirements

The Contractor shall:

- Assist in the surveillance of OHCs’ implementation of the Hanford Site CBDPP.
- Provide a Be liaison that will interface with the Be Health Advocate regarding implementation of the Hanford Site CBDPP.
- Collect for characterization purposes, collecting bulk or wipe samples from building/structure surfaces with no visibly accumulated dust, for characterization purposes. The bulk and wipe sample results shall be evaluated against the criteria as described in the Be Sampling Protocol document that is included as Attachment J-14 entitled, Beryllium.
• **Investigate** investigating building/structure Be survey results that meet or exceed 0.1 µg/100 cm² for a wipe sample or 1 ppm for a bulk sample, **in accordance with the National Institute for Occupational Safety and Health** NIOSH 7300 series methodology, to identify the extent of potential Be contamination. **The DOE Be SME shall be notified within one (1) working day of results meeting or exceeding these levels. The area where the potential Be contamination was detected shall be re-sampled within three (3) working days, or an alternate time frame, consistent with the Hanford Site CBDPP.** The area may be considered Be free if the geometric mean of the sample results is less than 1 ppm or 0.1 µg/100 cm², and no sample results exceed 2 ppm or 0.2 µg/100 cm². **These criteria do not apply to outdoor waste sites, which shall continue to comply with the current requirements of the Sitewide CBDPP.**

• **Maintain** the centralized database for Be sampling and characterization data collected by OHCs and provide an annual report to DOE summarizing this data.

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• **Maintain** implementing facility-specific postings consistent with the Hanford Site CBDPP.

• **Maintain** the Beryllium Health Advocate (BHA) program for Be-affected workers on the Hanford Site. This program shall assist Be-affected workers in working with onsite and offsite medical providers and with OHCs.

The BHA shall:

• Attend meetings of the Beryllium Awareness Group (BAG) and the **Sitewide CBDPP** Committee to support these groups in obtaining documentation, conducting research and addressing issues.

• Provide recommendations to DOE on improvements to the medical restriction/removal process, interfaces with the Hanford Site Workers’ Compensation Claims Services contractor, and Be counseling.

• Provide assistance to Be-affected workers (workers who have been diagnosed as Be sensitized, having Chronic Be Disease, or other medical conditions related to Be) in navigating:
  - Workers’ compensation claims,
  - EEOICPA claims, and
  - Contractor HR policies and procedures that are applicable to the needs of Be-affected workers, particularly travel policies and procedures for medical-related trips.

• **Assistance with workers’ compensation claims shall not be inconsistent with Section II clause entitled, Workers' Compensation Insurance. Assistance provided with EEOICPA claims shall not be inconsistent with Section II clause entitled, Energy Employees Occupational Illness Compensation Program Act (EEOICPA).**

• Provide assistance/information to the Hanford workforce about Be-related medical services provided by the Hanford Site Occupational Medical Coordinator and other medical facilities, such as the National Jewish Hospital in Denver, Colorado.

• Assist Be-affected workers in gathering exposure data and other historical/administrative data and provide the data to the affected worker. **The worker is responsible for determining how the data is used for workers’ compensation and EEOICPA claims. The BHA shall not have the authority/responsibility to validate the data or information gathered for the affected worker.**
Act as a liaison between contractors, BAG, and contractor organizations, the workforce (specifically the BAG), and DOE, to enhance communications to help resolve issues using existing processes and procedures.

Identify high interest Be topics and assist in developing communications on those topics.

Assist OHCs in encouraging workforce participation in Sitewide Site-wide efforts related to Be (e.g., epidemiology studies, medical surveillance, and historical Be activities onsite).

Increase worker awareness of the contents of the Hanford Site CBDPP and other sources of Be information.

Supervisors, planners, and person(s) person-in-charge who are involved with work activities involving a Be Work Permit shall complete the existing Be worker training course (complete within 60 days).

Provide administrative support for the Hanford Site CBDPP, Be web page, and Site Be training. Provide logistics support to the BAG and CBDPP Implementing Committee.

**Boundaries, Constraints, and Interfaces**

**Boundaries and Constraints:** None.

**Boundaries and Constraints:** Assistance with workers’ compensation claims shall be consistent with the Section H clause entitled, Workers’ Compensation. Assistance provided with EEOICPA claims shall not be inconsistent with Section C.

**Interfaces:**

- Facilities (including structures, Conex boxes, underground sites) may be transferred by OHCs that may not have previously been identified as Be controlled facilities.

- The Contractor, including the BHA, shall coordinate with the Hanford Site EEOICPA Program Manager when assisting Be-affected workers, with respect to their EEOICPA claims.

- The Hanford Site Occupational Medical Contractor is responsible for implementing portions of 10 CFR 850, Chronic Beryllium Disease Prevention Program, as required by the Site Occupational Medical Director. Therefore, the Contractor shall coordinate with the Occupational Medical Contractor when implementing the Hanford Site CBDPP.

- The Hanford Site Workers’ Compensation Claims Services contractor is responsible for processing workers’ compensation claims of specified Hanford Site contractor and subcontractor employees in accordance with Title 51 RCW, Industrial Insurance. Therefore, the Contractor and BHA shall coordinate with the Hanford Site Workers’ Compensation Claims Services contractor and the DOE Hanford Site Workers’ Compensation Program Manager when assisting Be-affected workers with respect to their Hanford Site workers’ compensation claims.

**General Performance Requirements**

The scope of this section includes activities such as Engineering, Business Administration, Program and Project Management, and other general performance requirements. With the exception of Section C entitled, These Interface Management, these are internal services that support other functional areas within the Contractor; therefore, key customers are not listed. The Contractor shall develop, implement, and maintain the required plans and actions in accordance with the laws, regulations, and
DOE directives applicable to each of the scope areas. The Contractor shall optimize these services through an integrated planning approach.

**Engineering**

**General Scope and Outcome**

The desired outcome is an Engineering service that provides engineering leadership and resources to accomplish the work scope.

**Detailed Scope and Requirements**

The Contractor shall:

- Perform engineering, design, 30/60/90 design reviews, design verification and validation, and construction management as needed for its activities within this scope of work and for other activities as directed by the CO.

- Provide interface and coordination and ensure integration between the project technical staff and management, IH, construction, startup, and technology development in order to ensure a consistent approach and common strategy to solving technical challenges.

Implement a centralized engineering organization, separate from project management. Engineering staff may be assigned directly to projects/facilities, or to the centralized engineering organization, or a combination of both, at the Contractor’s discretion in order to optimize performance and best support the mission. The Central Engineering Organization shall:

- Include and be led by a position titled Chief Engineer. The Contractor Chief Engineer shall act as the DA (i.e., owner), as it applies to national codes and standards.

- Provide copies of key DA decisions, such as AHJ rulings, to national codes and standards and proposed Interpretations/Clarification requests to DOE 30 days prior to implementation.

- Be staffed by engineering SMEs that are discipline specific leads. The disciplines leads and the Chief Engineer shall be licensed Professional Engineers (PE).

- Engineers who stamp documentation for use on the Hanford Site shall have a current Washington State PE license, when such material is required to be stamped by the State of Washington.

- Be responsible for the development of engineering policies and procedures. Describe in detail and include at a minimum the process for developing functions and requirements, engineering qualifications, design, design reviews, design documents, design reports, drawing format, CM, critical infrastructure management, systems and equipment testing, system health reports (SHR), commercial grade dedication, environmental qualification, calculations, design verification, and project turnover.

- Provide independent discipline-specific design reviews, such as structural reviews, and shall provide the state-mandated level of involvement, oversight and supervision required to stamp designs requiring a PE stamp.

- Maintain the Code of Record for each project. The Code of Records shall be provided to DOE for review and approval prior to issuance.

- Develop and provide oversight and management of the DA program.
Provide Engineering and Project Design functions. Engineering services shall include the engineering necessary to support systems and facilities relative to planning, operations, maintenance, upgrades, renovations, and replacement for the Contractor scope of work. Additionally, Engineering services provides appropriate engineering analysis to predict system and facility modifications and expected renovation to support the DOE budget cycle. Project Design provides the design authority support for procurement and construction-related activities.

Maintain consistent and high The Contractor shall:

- Develop and maintain engineering procedures and processes.
- Provide oversight and management of the Design Authority program.
- Conduct management assessments of engineering processes and work products.
- Provide access to engineering resources and management for new projects, activities, and work-complete as built.
- Manage buyers’ technical representatives for design agent subcontracts.
- Provide engineering support for Site-wide procurements.
- Provide designer/drafting support and maintenance of drawing standards.
- Provide Arc Flash program maintenance.
- Provide NFPA 70 Electrical Authority Having Jurisdiction.
- Provide and manage Value Engineering sessions and studies.
- Provide the necessary resources to analyze existing systems and services to the extent necessary to predict system, facility, or equipment replacements or renovation.
- Provide resources to support engineering studies and cost-benefit analyses.
- Act as the design authority, with duties including developing design solutions, preparing design media and documentation, maintaining the design basis, and performing design reviews.
- Develop a list of the standards to be used in the design of systems, facilities and equipment.
- Ensure that project designs meet applicable standards, and the list of applicable standards is maintained under configuration control.
- Integrate safety into the design process.
- Conduct periodic design, constructability, and operability reviews.
- Facilitate independent DOE design reviews to demonstrate the project will perform its intended functions and meets requirements.
- Provide the design at the end of the three (3) design stages (conceptual, preliminary and final), or as otherwise directed by DOE, for DOE review.
- Resolve comments resulting from these reviews with DOE.
The Contractor shall, through its Engineering function:

- Take the lead for acceptance of components and systems, including as-built design drawings.
- Certify to DOE that construction has been initiated.
- Maintain a construction inspection system and acceptance testing system, perform inspections and testing, and ensure the work performed under the Contract conforms to Contract requirements.
- Provide and maintain an inspection system, acceptable to the Government, covering the supplies, fabricating methods, and special tooling and services under this Contract. Complete records of inspection work performed by the Contractor shall be maintained and made available to the Government during Contract performance and for as long afterwards as the Contract requires (see clauses E.2.b and E.3.b).
- Maintain complete inspection and testing records and make them available to DOE. DOE may elect to use independent acceptance inspectors to participate in acceptance testing and system turnover standards for maintaining critical infrastructure. The Central Engineering Organization shall periodically conduct assessments to demonstrate project compliance to the program/procedures. Quarterly SHRs shall be developed to status and trend the operability, reliability and material condition of the critical infrastructure. SHRs shall not only examine the elements in CRD O 420.1C, Chapter V, section 3.c.3, but also examine the key elements of CRD O 420.1C Chapter V, section 3.d, and assess system operability and reliability performance including the following elements:
  - A system scorecard or health score;
  - System operational status including key equipment availability;
  - Maintenance backlog;
  - Closed and outstanding corrective actions;
  - Closed and outstanding problem or adverse condition reports;
  - System deficiencies;
  - System performance trending;
  - Material condition assessment including any walkthrough results; and
  - Other significant events and issues.

**Boundaries, Constraints, and Interfaces: None.**

- Ensure the development and use of an integrated Construction and Acceptance Testing Program that includes the following elements:
  - Verification and approval of vendor’s shop drawings to assure conformity with the approved design and working drawings and specifications.
  - Acceptance test plans and procedures for onsite Contractor/subcontractor inspection of construction workmanship, compliance with design drawings and specifications, management of the design construction changes, and criteria for acceptance of fabricated and constructed items.
Integrated construction acceptance test plans and inspection of construction to assure adherence to approved working drawings and specifications.

Ensure the development and use of an As-built Program. The as-built process and associated procedures shall identify:

- Description of the as-built process, including the role of DOE and the operations contractor.
- Operations shall participate in acceptance of the as-built design, following construction and commissioning.
- Drawing series to be as-built.
- Document control process for maintaining as-built drawings.
- Procedures for modification of the as-built drawings.
- Remain current on the process and facility As-built Program, during the construction and acceptance phase.
- Report the status of the As-built Program, in accordance with the process defined in the Procurement, Construction, and Acceptance Testing Plan.
- Certify to DOE that system or facility acceptance has been completed. Completion of system or facility acceptance is defined when the components and systems associated with the facility or system have been installed, functionally tested, and the facility design as-built documents are complete, in accordance with the Procurement, Construction, and Acceptance Testing Plan.

**Boundaries, Constraints, and Interfaces:** None.

**C.4.11.2** Business Administration

The desired outcome is cost-effective internal business administration that enables good business decisions, sufficient resources to manage the Contract activities, and a cooperative and (as appropriate) collaborative working relationship with OHCs, stakeholders, and DOE.

**General Scope and Requirements Outcome**

The Contractor shall:

- Provide The Contractor shall provide the management expertise, leadership, and business administration processes and systems to perform Contract Section C requirements safely, securely, efficiently, and in a cost-effective manner.

- Provide The Contractor shall provide required business administration activities, including internal management, contract administration, and financial controls.

**Implement Detailed Scope and Requirements:**

- The Contractor shall implement necessary business management and risk mitigation processes based on national standards, certified systems, and best business practices.
The Contractor shall determine the specific methods for accomplishing the business administration activities and be accountable for results and outcomes.

Boundaries, Constraints, and Interfaces

Interfaces: DOE, Regulators and stakeholders.

C.4.12.3 Internal Audit

**Background**

The Internal Audit function for this Contract is derived from the Section I clause entitled DEAR 970.5232-3, Alternate II entitled, *Accounts, Records, and Inspection*. Satisfactory implementation includes performing audits in accordance with Generally Accepted Government Auditing Standards or the Internal Audit Standards.

**General Scope and Outcome**

The Contractor shall provide internal audit activities in accordance with the Section I clause entitled DEAR 970.5232-3 Alternate II entitled, *Accounts, Records, and Inspection*.

The desired outcome is an internal audit function that is fully compliant with applicable requirements.

**Detailed Scope and Requirements**

The Contractor shall conduct internal audits and examination of the records, operations, expenses, subcontractor costs, and the transactions with respect to costs claimed to be allowable under this Contract, at least annually. Up to eight (8) additional audits shall be conducted based on risk analysis, including input from DOE. The results of such audits, including the working papers, shall be submitted or made available to the DOE CO or a Contracting Officer Representative (COR). The Contractor shall include this requirement in cost-reimbursement subcontracts (time and materials, labor hour, cost plus for non-fixed price contracts) with an estimated cost exceeding five ($5) million dollars and expected to run for more than two (2) years, and other cost-reimbursement subcontracts as determined by DOE.

The Contractor shall provide routine reports as required by DOE, such as:

- Annual Audit Activities Report,
- Internal Audit Annual Plan,
- Internal Audit Reports, and
- Quarterly Internal Audit Status Report.

**Boundaries, Constraints, and Interfaces:** None.

C.4.12.4 Employee Concerns Program

**Background**

The DOE Employee Concerns Program (ECP) requires that contractors establish and maintain an ECP. The Contractor shall accept, for resolution, existing employee concerns that remain unresolved at the close of the initial Contract transition period.
General Scope and Outcome

The Contractor shall establish and maintain an ECP that complies with CRD O-442.1A entitled, Department of Energy Employee Concerns Program.

The desired outcome is an ECP that effectively addresses, resolves, and prevents recurrence of employees’ concerns.

The Contractor shall provide routine reports as required by DOE, such as:

- Annual Audit Activities Report,
- Internal Audit Annual Plan,
- Internal Audit Reports, and
- Quarterly Internal Audit Status Report.

Boundaries, Constraints, and Interfaces: None.

C.4.11.4C.1.1.1 Employee Concerns Program

The desired outcome is an ECP that effectively addresses, resolves, and prevents recurrence of employees’ concerns.

Detailed Scope and Requirements

The Contractor shall:

- Accept, for resolution, existing employee concerns unresolved at the close of the initial Contract transition period.
- Establish and maintain an effective and efficient ECP, in accordance with DOE directives-0400, Hanford Site-wide Employee Concerns Program Procedure.
- Participate in the chartered Hanford Site-wide ECP committee.
- Assist DOE in the resolution of employee concerns in a manner that protects the health and safety of both employees and the public and ensures effective operation of DOE-related activities under their jurisdiction.
- Ensure employees and subcontractor employees, at time of hire and at least annually thereafter, are advised of their rights and responsibilities to report concerns relating to environment, safety, health, or management of DOE-related activities, and to do so without fear of harassment or reprisal.
- Cooperate with DOE assessments used to verify that they have acted to minimize, correct or prevent recurrence of situations that precipitated a valid concern.
- Evaluate and attempt to resolve employee concerns in a manner that is protective of the health and safety of employees and the public.
- Use alternate dispute resolution techniques whenever appropriate.
- Conduct an annual self-assessment to measure the effectiveness of the ECP and implement corrective actions, as necessary, they have acted to minimize, correct or prevent recurrence of situations that precipitated a valid concern.
Evaluate and attempt to resolve employee concerns in a manner that is protective of the health and safety of employees and the public.

Use alternate dispute resolution techniques whenever appropriate.

Conduct an annual self-assessment to measure the effectiveness of the ECP and implement corrective actions, as necessary. Provide to DOE the following to demonstrate measures of effectiveness:

- Quarterly and annual reports on the number of concerns received, concerns closed, and concerns remaining unresolved at the end of each reporting period (quarterly and annually); and
- Proof that initial ECP orientation to new employees and managers was conducted as well as annual reminders (such as all employee announcements), as evidenced by quarterly and annual reports.

Upon receipt, but no later than seven (7) working days after receipt, provide timely notification to DOE ECP of significant or sensitive staff concerns and/or allegations of harassment, intimidation, retaliation or harassment.

Cooperate with DOE regarding requests for documentation or information involving employee concerns. Maintain configuration control of DOE-0400, Hanford Site-wide Employee Concerns Program Procedure.

Boundaries, Constraints, and Interfaces

Boundaries and Constraints: None.

Interfaces: Subcontractors, and/or other federal agencies.

C.4.12.5 Strategic Partnership Projects

Strategic Partnership Projects (SPP) (previously known as work for others) is work performed for non-DOE entities.

General Scope and Outcome

The Contractor may perform work for non-DOE entities, including other U.S. Government agencies on a fully reimbursable basis.

The desired outcome is to have an SPP Program that leverages the resources and capabilities of the Contractor to the benefit of the Government.

Cooperate with DOE regarding requests for documentation or information involving employee concerns. Maintain configuration control of DOE-0400, Hanford Site-wide Employee Concerns Program Procedure.

Boundaries, Constraints, and Interfaces

Boundaries and Constraints: None.

Interfaces: Subcontractors, and/or other federal agencies.
C.4.1.11.5C.4.1.1 Strategic Partnership Projects

The desired outcome is to have an SPP Program that leverages the resources and capabilities of the Contractor to the benefit of the Government.

**Detailed Scope and Requirements**

The Contractor may perform work for non-DOE entities, including other U.S. Government agencies on a fully reimbursable basis.

The Contractor shall:

- Develop and submit to DOE for approval, SPP Program prior to performance of SPP activities.
- Submit SPP proposals for DOE approval prior to making commitments.
- Develop and submit to DOE for approval, SPP Program prior to performance of SPP activities.
- Submit SPP proposals for DOE approval prior to making commitments.
- Manage Conduct SPP Program, as approved by the CO, and in accordance with Section I clauses entitled, DEAR 970.5217-1 entitled, SPP Program, and DEAR 970.5232-6 entitled, Strategic Partnership Project Funding Authorization. The Contractor shall manage and execute the SPP Program on a non-interference basis with DOE work.

**Boundaries, Constraints, and Interfaces:** None.

**Boundaries, Constraints, and Interfaces:** None.

C.4.1.4.12.6 Program and Project Performance Management

The desired outcome is predictable and consistent contractor performance aligned to customer needs conducted within annual and multi-year baselines. Successful execution of the program and project performance management work scope will ensure cost and schedule efficiency while minimizing programmatic risks. Performance management practices are used in the performance of work including development of management plans, planning data, disciplined change control processes, service level agreements, and performance measures.

**Scope and Requirements**

The Contractor shall:

- Ensure that performance management practices are used in the performance of work, including development of management plans, planning data, disciplined change control processes, service level agreements, and performance measures.
- Utilize a graded approach as described in the Contractor’s Program Management Plan, Performance Management System Description (PMSD), and other management system documentation.
- Provide the management and technical information and support;
- Enable DOE to meet the data requirements of the DOE Integrated Planning, Accountability and Budgeting System;
- Ensure transparency in program and project performance and efficiency in program and project execution;
• Support audits and evaluations; and
• Support other DOE performance assessment and information needs.

Management and technical information developed under this Contract shall be accessible electronically by the Government.

C.4.12.6.1 Program Management and Integration

Background

Program Management consists of strategic and tactical planning, performance management, CPB management, budget planning, contract performance baseline, performance measurement baseline management, risk management, interface management, program/project integration, QA, and the contractor assurance system (CAS). These are functional program management elements that support the Contractor’s performance of the other contract functional areas; therefore, key customers are not listed.

Sections C entitled, Program Management and C entitled, Project Management of the PWS are provided in detail to specify the essential program management and project management elements the Contractor shall adhere to in the development and conduct of its programs and activities. To maintain clear expectations for Program Management and Project Management, cross references to Section C entitled, Project Management are provided in the Program Management section, where additional clarity on the specific requirements is required. The interface requirements between Program and Project Management are described in Section C entitled, Program Project Integration.

The Contract work scope ranges from level of effort to the management of larger programs and activities (i.e., operations), and includes the management of small and large projects. The Contractor shall apply the functional program management elements to the conduct of all functional area activities under this Contract. DOE seeks to continuously improve performance under this Contract, and seeks the effective Contractor execution of its program management function.

General Scope and Outcome

The Contractor shall execute the program management work scope to ensure cost and schedule efficiency, while managing programmatic risks. The Contractor shall ensure that performance management practices are used in the performance of work, including development of management, program, and project plans, planning data, disciplined change control processes, service level agreements, and performance measures. Master Plans are specified in some functional areas but shall not preclude the development and completion of master plans for other functional areas. The Contractor shall use master and program plans to ensure the success of the functional areas within the Contract. The Contractor shall prepare and submit a PMP for DOE approval. The PMP shall describe the approach for managing and controlling activities necessary to execute this Contract and shall focus on Contractor policies, methods, and approach to achieve integration of scope, schedule, cost, risk, and funding information, inclusive of performance metrics, plans and service level agreements. Change Control Thresholds shall be defined in the PMP. The PMP shall describe the application of DOE O 413.3B entitled, Program and Project Management for the Acquisition of Capital Assets, and the standards and guides listed in Section H clause entitled, Integrated Work Control Systems and Reporting Requirements, as clarified and described below. The PMP and other plans required under this contract shall expand on the requirements of this Contract and provide the detail necessary to ensure the successful initiation, planning, and completion of the PWS.
This Contract is not a traditional project, but many program and project performance management practices and principles are applicable to ensure effective and efficient delivery of products and services under this Contract. The application of program and project performance management principles shall be applied using a graded approach. Program/Project Management Principles include:

- Line management accountability;
- Sound, disciplined, and up-front project planning;
- Well-defined and documented project requirements;
- Development and implementation of sound acquisition strategies that incorporate effective risk handling mechanisms;
- Well-defined and managed project scope and risk-based Performance Baselines and stable funding profiles that support original cost baseline execution;
- Development of reliable and accurate cost estimates using appropriate cost methodologies;
- Properly resourced and appropriately skilled project staffs;
- Effective implementation of management systems supporting the project (e.g., QA, risk management, change control, performance management and contract management);
- Early integration of safety into the design process;
- Effective communication among project stakeholders;
- Utilization of peer reviews throughout the life of a project to appropriately assess and make course corrections; and
- Process to achieve operational readiness is defined early in the project for Hazard Category 1, 2, and 3 nuclear facilities.

Some activities, ranging from small infrastructure reliability projects to larger capital asset projects (CAP), require the implementation of increasingly rigorous project management techniques. The Contractor shall implement program performance management practices and principles to assure DOE will continuously seek to improve performance under this Contract, and will seek effective Contractor program and project performance management and execution.

4.12.6.1.1 Program/Contractor Integrated Master Schedule

The desired outcome is an integrated schedule built from individual contractor baselines that provides DOE with an evaluation of Sitewide progress and performance against cleanup program objectives.

**Scope and Requirements**

The Contractor shall:

- Work collaboratively with OHCs and the Portfolio Analysis function to integrate the HMESC Contractor Integrated Master Schedules (CIMS) into the Hanford Program Integrated Master Schedule (PIMS).
- Develop and maintain the PIMS individual CIMS in accordance with the National Defense Industrial Association (NDIA) Planning and Scheduling Excellence Guide (PASEG).
Develop and maintain a PIMS/CIMS Supplemental Guidance document that clarifies and specifies the uniqueness of the program approach at Hanford.

Provide budget baselines to support the budget formulation process and environmental liability audit.

**4.12.6.1.2 Long Range Planning and Optimization**

The Contractor shall align with the Hanford cleanup mission and shall:

- Ensure a life cycle program framework for successful management, operations, technical capability, reliability, quality, and safety.

- Implement a risk-based model and master planning that are integrated with budget estimates and aligned with service level agreements, performance metrics, ISAP, Master Plans, program plans, FIMS, Annual Forecast of Services and Infrastructure, Maintenance Plans, NEPA and other related environmental requirements, NHPA, studies/business case analyses, Project Plans, and mission need documents.

- Implement a programmatic model that creates a scalable approach to operate, optimize, and modernize infrastructure and service delivery, including continual realignment to the DOE cleanup mission and vision.

- Document progress to end states in planning documents, such as ISAP and master plans, and refine end states as services, information, and functions are more fully analyzed and understood.

- Incorporate and integrate requirements of Section C entitled, *Real Property Asset Management*, in the strategic and budget planning.

- Close infrastructure, functional, and service gaps and identify future infrastructure and service needs and develop solutions to close these gaps with IPs, including needs outside this Contract term.

- Plan work through the life cycle.

- Implement a forward thinking program for operating, maintaining, and investing that meets Contract requirements and enables life cycle cost reductions.

- Develop performance metrics for the functional areas that will be used to evaluate performance of functions delivered under this Contract and the physical condition of infrastructure and utilities, including systems and equipment necessary for the life cycle of Hanford cleanup for DOE approval.

**4.12.6.1.3 Interface Management**

The desired outcome is to provide effective and efficient delivery of Contract services to OHC and establish high-level policy between senior contractor management to maximize worker productivity.

**Key Customers**

- DOE
- OHCs

**Scope and Requirements**

Interface Management is a key Site function for the effective and efficient delivery of Contract services to OHCs and an integral part of resolving issues from detailed field operations to establishing high-level policy between senior contractor management. Interface Management success is defined by the results.
that stem from two or more organizations working together to develop solutions within the parameters of their contracts. The objective of Interface Management is to solve issues at the lowest level possible in the respective organizations, to maximize project efficiency and worker productivity. The Contractor and OHCs shall make every effort to improve mutual understanding and cooperation and to seek resolutions in the best interest of the Government, as opposed to an individual contractor’s best interest.

The Contractor shall:

- Develop a Hanford Site interface governance process that outlines the inter-relationships of interface management documents that help define the business structure whereby hundreds of work transactions take place daily between the various Hanford Site prime contractors. The Hanford Site interface governance policy also helps to illustrate the different interface types and processes for managing these inter-contractor transactions, including Service Delivery Documents, MOAs between individual companies, and current Administrative Interface Agreements (AIA), ICDs, and WTP-ICDs. The Site Governance Values, Objectives, and Expectations include, but are not limited to:
  - Making decisions that are in the best interest of the Government, without regard to individual contractor operating interests.
  - Forecasting, adapting, and re-aligning to meet the changing business environment and DOE decisions.
  - Seeking and adapting best industry practices for corporate governance.
  - Being flexible and facilitating change for DOE.
  - Being trustworthy and transparent with customers.

- Maintain a repository for interface agreements.

- Establish a Contractor Interface Board (CIB) to resolve interface issues. The Contractor shall attempt to resolve interface issues through the CIB prior to escalating an issue to DOE.

- Within six (6) months of completion of transition of the last contractor identified in the Section J Attachment entitled, Hanford Site Services and Interface Requirements Matrix, the contractor shall lead a review of the Hanford Site Services and Interface Requirements Matrix, with OHCs, and submit to DOE proposed, agreed upon changes to the Hanford Site Services and Interface Requirements Matrix for incorporation into Hanford Site contracts.

- Be consistent with the Section H clause entitled, Hanford Site Services and Interface Requirements Matrix, the Contractor shall establish, appropriately document, and manage interfaces in accordance with the Section J Attachment entitled, Hanford Site Services and Interface Requirements Matrix, and agreements made with OHCs, DOE, and other Site users. Interface agreements shall detail the aspects of the interface including standard and special service circumstances.

- Conduct periodic updates to the Hanford Site Services and Interface Requirements Matrix.

- Submit the Hanford Site Services and Interface Requirements Matrix to DOE.

- Utilize available management tools and best industry practices to execute an effective Interface Management function. The requirement for this scope of work is an effective Interface Management function that establishes, documents, and communicates interface activities within the boundaries of
4.12.6.1.4 Graded Approach
The desired outcome is predictable and consistent Contractor performance, aligned to mission needs and conducted within annual and multi-year baselines.

Scope and Requirements
The Contractor shall implement program and project performance management practices and principles to ensure effective and efficient delivery of products and services under this Contract. Program formulation activities, such as studies to recommend system changes and project formulation (justification of project need) based on customer forecasts, maintenance trends, condition assessments, risk mitigation and system design life, are required along with periodic studies designed to confirm opportunities to improve life cycle cost/risk/benefits through new methods or new technologies. The Contractor shall apply the definitions below in determining the graded approach. The application of program management principles shall be applied using a graded approach using the standards and guides listed in Section H clause entitled, Integrated Work Control Systems and Reporting Requirements.

Operations
The Contractor operations for this Contract are not subject to DOE O 413.3B entitled, Program and Project Management for the Acquisition of Capital Assets, requirements for critical decisions. Tailored Earned Value Management System (EVMS) reporting is required under Section C entitled Performance Management for some activities (i.e., electrical utilities operations, such as switching) are level. The appropriate project management principles in DOE O 413.3B entitled, Program and Project Management for the Acquisition of Capital Assets, shall be applied using a graded approach as described below:

- **Level of effort activities – Effort** (DOE O 413.3B entitled, Program and Project Management for the Acquisition of Capital Assets, does not apply). Only that is not discretely measurable effort that is unmeasurable or for which measurement is impracticable may be classified as level of effort. **Apply alternative performance measurement approaches (such as metrics).**

- **Maintenance, repairs, and betterments to Operations** (i.e., patrol operations, electrical utilities operations such as switching). DOE O 413.3B entitled, Program and Project Management for the Acquisition of Capital Assets, does not apply.

- **Fixes, retrofitting, upgrades, replacement or modification to a real property or installation of new real property asset less than $150,000** (i.e., water maintenance, IT maintenance). **Apply alternative performance measurement approaches (such as metrics). Apply project management principles using a graded approach with minimal use of Earned Value Management System (EVMS) metrics. DO not apply.**

- **Maintenance, repairs, and betterments to Fixes, retrofitting, upgrades, replacement or modification to a real property or installation of new real property asset between $150,000 and $499,999** (i.e., fixing a pump system, meteorological tower). **Apply alternative performance measurement approaches (such as metrics). Apply project management principles of DOE O 413.3B using a graded approach with moderate use of EVMS metrics.**

- **Maintenance, repairs, and betterments to Fixes, retrofitting, upgrades, replacement or modification to a real property or installation of new real property asset between $500,000 and $9,999,999.** **Apply alternative performance measurement approaches (such as metrics). Apply project management**
principles using a graded approach with significant use of EVMS metrics. DOE O 413.3B entitled, Program and Project Management for the Acquisition of Capital Assets, in accordance with Section C entitled, Project Management.

- Maintenance, repairs, and betterments to Fixes, retrofitting, upgrades, replacement or modification to a real property asset or installation of new real property asset $10 million and greater. Apply alternative performance measurement approaches (such as metrics). Apply project management principles using a graded approach with full use of EVMS metrics.

Management and technical information developed under this Contract shall be accessible electronically by the Government.

**C.4.12.6.2 Performance Management**

Standard earned value measurement, traditionally used to measure performance of CAPs, is neither sufficient to measure the progress of the programmatic activities in the PWS, nor is it appropriate. Therefore, additional performance metrics and milestones are used to define the progress of programmatic activity and, at some level, shall be linked to the Hanford Site mission.

### Scope and Requirements

The Contractor shall:

- Plan work, including work beyond this Contract performance period to layout the life cycle of the activity.

- Break down scope into manageable pieces that can be assigned to responsible organizations for control of scope, schedule, and cost objectives.

- Integrate scope, schedule, and cost objectives into a plan by which accomplishments may be measured.

- Analyze significant variances and implement management actions to mitigate risks and manage cost and schedule performance.

- Create performance metrics that measure the progress of an activity toward completing scope of the PWS and through the life cycle of the activity.

- Assess cost performance by utilizing red/yellow/green indicators assigned in terms of the variance determined between the dollars planned to be spent for the month against the actual dollars spent in the month. Cost performance for Reliability Project Investment Portfolio (RPIP) projects is also assessed to capture project performance to date, through the life cycle of the component work scope.

- Measure schedule progress by comparing the planned amount for each metric by month and completion of milestones. Schedule performance for the RPIP and its components shall be captured for the life cycle of the work scope components.

**4.12.6.2.1 Program Management System**

The Contractor shall prepare and submit, for DOE approval, a DOE O 413.3B entitled, Program Management Plan consistent with a graded application. The Program Management Plan shall describe the approach for managing and controlling the activities necessary to execute this Contract and shall focus on Contractor policies, methods, and approach to tailoring requirements to achieve integration of scope.
schedule, cost, risk and funding information, inclusive of performance metrics, service level agreements, and service/maintenance work control.

4.12.6.2.2 Performance Management System

The Contractor shall provide, as an attachment to the Program Management Plan, a PMSD for DOE approval that is consistent with the graded application of the requirements. The PMSD implements the requirements for an Integrated Work Control System using a graded approach, and describes, in detail, the Performance Management System as described in the Program Management Plan.

The PMSD shall describe the management processes and controls that will be utilized to manage and control work, and complete Contract requirements. The PMSD shall include:

- The processes and the hierarchy of documents that will be used to describe and maintain the performance management system.
- The processes the Contractor intends to use for change control, work control, configuration control, interface control, system effectiveness assessment, and document control.
- The organizational breakdown structure, including roles and responsibilities of each major organization and identification of key management positions; and
- A list of software and an interface diagram of the systems that the Contractor proposes to use for performance management and control.

The Contractor shall:

- Provide necessary support to conduct the initial and subsequent evaluations and closure of corrective actions. Upon approval of the Program Management Plan by DOE.
- Fully implement the PMSD.
- Obtain CO approval prior to implementing changes to the Program Management Plan that would reduce the rigor, discipline, or effectiveness of the Performance Management System.
- At least annually, perform an assessment of the effectiveness of the Performance Management System; DOE shall be invited to participate in self-assessments.
- Provide DOE with access to records, data, and plans for purposes of initial approval, approval of proposed changes, and the ongoing operation of the performance management system.

4.12.6.2.3 Scope Management System

Scope management is an ongoing function that defines the scope and maintains this Contract Work Breakdown Structure (CWBS). The desired outcome is a defined scope baseline managed under change control.

The Contractor shall develop, as part of the PMSD, a Scope Management System description that describes the process of implementing and controlling of this Contract scope of work in the CPB. The document shall include the CWBS, CWBS scope statements, and deliverables.

4.12.6.2.4 Estimate Management System

Contractor developed cost estimates form the basis of the cost baseline of the CPB and are important when evaluating proposed contract changes. DOE uses these cost estimates for budget formulation, contract change management, cleanup program planning, establishing a database of estimated and actual
costs, and performance measurement. The desired outcome is a credible, well-documented, accurate, and comprehensive estimate that is to the maximum extent practical, activity-based.

The Contractor shall develop, as part of the PMSD, an Estimating System Description that describes the process of initiating, preparing and controlling estimates.

The estimating system shall define and differentiate between Total Project Cost (TPC), Total Estimated Cost, Other Project Costs, and Capital Equipment Not Related to Construction for the purposes of determining the nature of the work. The estimating system shall accommodate multiple estimating methods and ranges of detail from activity and resource-based estimates for execution planning as well as parametric and other cost modeling techniques to support life cycle planning.

4.12.6.2.5 Schedule Management System

Scheduling is an ongoing function that creates and updates the Life Cycle Program Baseline schedule. The CIMS integrates the operations activities, CAPs and other activities managed by the contractor into one schedule. DOE will use the individual CIMS from the Contractor and OHCs to construct the PIMS. The desired outcome is a CIMS that uses a standardized coding structure to integrate the operations activities and CAPs in the contract, and integrate into the PIMS.

The Contractor shall:

- Develop and maintain, as part of the PMSD, a schedule management system in accordance with the Generally Accepted Scheduling Principles set forth in the NDIA PASEG and best practices in the GAO Schedule Assessment Guide: Best Practices for Project Schedules.
- The system shall be capable of delivering the PIMS, CIMS, and multi-level schedules that support operations and project activities and are network logic driven and resource loaded.
- Maintain the Primavera Scheduling Software (P6) tool.

4.12.6.2.6 Earned Value Management System

Following the award of a CAP that meets the threshold for full mandatory application of EVMS, the Contractor shall develop and submit for DOE approval an EVMS system description and separately identify this project in monthly reports. The Contractor shall self-certify the EVMS for this CAP. This self-certification on the CAP should utilize a streamlined certification process.

For routine use of EVMS-like measures within context of the graded approach describe, as part of the PMSD, the specific EVMS guidelines and methods associated with each of the graded application levels of minimal, moderate, significant, and full. No separate certification will be required for graded application of EVMS.

4.12.6.2.7 Change Control System

The Contractor shall develop, as part of the PMSD, a Change Control Process description, with defined change authorities consistent with the approved Program Management Plan. The Contractor shall implement the Contractor Change Control Process with the CPB used as the reference for changes. The CPB may be changed only through the Contract Modification Process. The Contractor Change Control Process shall ensure that definitized contract modifications and other changes within the contractors control are maintained under CM and implemented in a timely manner into the contractor’s management systems.
The baseline change process shall be sufficiently rigorous and disciplined to ensure that the Performance Measurement Baseline is accurate, aligned with the CPB, up to date and capable of providing meaningful data and information.

Baseline change information; including contract modifications, Change Request, change log, and management reserve (MR) log shall be kept current and made accessible to DOE through the Hanford Data Integrator or its online equivalent.

4.12.6.2.8 Contractor Assurance System

The desired outcome is a comprehensive, robust system of integrated management processes that inform management decision making and enable the Contractor’s accomplishment of the mission in an effective, efficient, safe, and secure manner. The transparency of these systems to federal oversight enables DOE’s oversight to be accomplished efficiently and effectively, by utilizing and leveraging the outcomes and information from effective CAS implementation. DOE’s desired outcome includes implementation and administration of an effective, integrated Sitewide CAS.

Scope and Requirements

The CAS shall cover the full scope of Contractor operations and be applied to operating and business functions, including systems for the protection of the worker, public, environment, property, business, and financial matters.

The Contractor shall:

- Administer and maintain the Sitewide CAS software business enterprise suite, the Hanford Sitewide Business Standard for Contractor Assurance Systems, and the CAS Forum.

- Implement the Hanford Sitewide Business Standard for CAS.

- Incorporate and utilize the CAS software business enterprise suite.

- Participate in the CAS Forum.

**Boundaries, Constraints, and Interfaces:** None.

C.4.12.6.3 Scope, Schedule, and Cost Baseline

4.12.6.3.1 Life-Cycle Program Baseline

The Contractor shall develop and maintain a program life cycle integrated and traceable technical scope, schedule and cost planning data utilizing a "rolling wave" concept in which the upcoming fiscal year is addressed in detail and the following years in decreasing levels of detail. Life cycle planning information beyond the upcoming fiscal year and the succeeding years may be provided at a summary level of detail.

4.12.6.3.2 Contract Performance Baseline

The CPB is the Contract life cycle integrated and traceable technical scope, schedule, and cost data that encompasses the activities to execute the requirements of this Contract. The CPB represents the overall HMESC Estimated Contract Cost. The CPB shall include the following:

- The following documents shall be viewed collectively as the technical basis for the CPB:
  
  - The Contract PWS;

6 A three (3) year rolling wave concept includes the current budget execution year, plus the two (2) years following.
- Approved ICDs;
- WBS dictionary sheets, with DOE approval, required at the Contractor Control level 3;
- Schedule at WBS level 4; and
- Time phased resource-loaded contract life cycle cost estimate of the negotiated contract (Estimated Contract Cost).

The CPB shall comply with the following requirements:

- The CPB scope, cost and schedule shall be linked through utilization of the WBS provided by DOE or as otherwise approved by DOE. The WBS shall encompass the activities required by this Contract and provide the basis for program/project control system components, including estimating, scheduling, budgeting, and program/project performance reporting. Control accounts within the WBS shall be identified.

- The CPB Infrastructure Reliability Project schedule shall:
  - Include applicable external interfaces, the Contractor’s TPA milestones and other regulatory and DNFSB commitments, and GFE or information dependencies.
  - Be an integrated, logical network-based, resource-loaded plan that correlates to the WBS, is vertically traceable to the control accounts, and successfully aligns the Contractor’s schedule. The schedule shall be capable of summarizing from control accounts to higher WBS levels, and may also contain other discrete activities agreed to by DOE and the Contractor.
  - Include activities of a general or supportive nature associated with Infrastructure Reliability Projects that shall be logic linked in the schedules for those projects. Other activities of a general or supportive nature will be included in the Cost Baseline, but will be excluded from the schedule.
  - Additional working level schedules deemed necessary by the Contractor shall be integrated with the CPB and able to provide the graded reporting approach.
  - CPB cost estimate shall include project resource plans, detailed resource estimates, basis of estimates (BOE), budgetary requirements, and identification of direct costs, indirect costs, and MR.
  - The method used to measure performance shall be identified for each Work Package utilizing the “rolling wave” concept.
  - The CPB shall be kept current and made accessible by DOE through online access to electronic files.

The Contractor shall develop and submit an initial CPB for DOE approval. The baseline submittal shall include:

- WBS and WBS dictionary sheets at the WBS level 3;
- Basis of estimate for each WBS element at the control account level 4; and
- Time-phased cost estimates and resource-loaded schedule at WBS level 4.
The WBS, WBS dictionary data, and the Basis of Estimate data shall be provided in either Microsoft Word® or Microsoft Access® format. Cost data shall be provided in Microsoft Access® or Microsoft Excel® format and the schedule shall be provided utilizing the current version of P6 software unless agreed to otherwise by DOE.

Following initial submission, baseline information shall be kept current and made accessible to DOE through online access to electronic files.

4.12.6.3.3 Performance Measurement Baseline

The Performance Measurement Baseline (PMB) is a contract life cycle integrated and traceable technical scope, schedule, and cost baseline that encompasses only the activities to execute the work scope requirements that are directly funded from DOE to the Contractor, and being performed under this Contract. If the Contractor is separately authorized any CAP over $50 million in value, these CAPs shall be separately identified in monthly contract performance reports. The PMB is a subset of the CPB that excludes MR, Request for Services (RFS), and UBS.

The PMB shall comply with the Contractor’s performance management system.

4.12.6.3.4 Integrated Investment Portfolio

A balanced portfolio of activity investments must be maintained for the outcomes defined in the Performance Evaluation Management Plan to be realized. Functionally, the Integrated Investment Portfolio (IIP) is derived from the PMB and establishes the annual agreement between DOE and the Contractor as to service levels and planned activities achievable within the expected funding for the planning period.

Based on the annual DOE scope direction, develop an execution year IIP, conforming to execution year funding levels against which future adjustments in scope or funding may be evaluated for impacts and creating a basis for documenting elements of contract scope that have been differently time-phased or eliminated or otherwise adjusted as a result of these impacts. These adjustments shall be incorporated into the IIP, both execution year and out-years, in accordance with the approved Change Control Process. The out-year adjusted IIP data shall form the basis for DOE budget formulation and the Contractor infrastructure and services alignment planning. IIP information shall be kept current and made accessible to DOE through the Hanford Data Integrator or its online equivalent Section C entitled, Project Management.

The desired outcome is predictable and consistent Contractor performance, aligned to mission needs and conducted within annual and multi-year baselines.

Management and technical information developed under this Contract shall be accessible electronically by the Government.

For instances where the IIP identifies elements of Contract scope that have been differently time-phased, eliminated, adjusted, or otherwise differ from the CPB, the IIP will form the basis for subsequent Contract direction to ensure continued alignment of the CPB, including the preparation of contract change proposals.

4.12.6.3.5 Reliability Project Investment Portfolio

The RPIP comprises of the work scope related to updating, upgrading or replacing elements of the fixed infrastructure. These investments may be capital asset improvement projects, either line item or general plant projects, or they may be maintenance activities. They may be designed and implemented by either
the Contractor staff or by its subcontractors. The RPIP is a subset of the IIP and its configuration shall be maintained in accordance with the approved Change Control Process.

Reliability Project investments shall be selected through a process that involves project stakeholders, including DOE sponsors. The Contractor shall develop and submit the Reliability Project Investment Selection Process for DOE approval. The process shall include selection criteria as well as go/no-go decision criteria for various project phases. This process may be incorporated into the Contractor Change Control Process or maintained as a separate process document.

RPIP information, like that of the IIP, shall be maintained current and made available to DOE through the Hanford Data Integrator or its online equivalent. Information maintained for the RPIP shall include the overall RPIP listing showing the time-phased investments as well as individual investment basis documentation.

Individual RPIP information available to DOE comprises the project documentation from inception through closeout including, but not limited to, the following, consistent with the value, risk and complexity of the work scope:

- Functional criteria;
- Capital asset determinations;
- Plant forces work reviews;
- Project Execution Plans; including roles, responsibilities, accountabilities and authorities, key milestones and metrics;
- Risk Management Plans and Risk Registers;
- Detailed scoping statements;
- Design media;
- Cost estimates, both point and range commensurate with the maturity of the project;
- Schedule estimates, both point and range commensurate with the maturity of the project, including go/no-go decision milestones for various phases of the work;
- Baseline Change Requests (BCR), Transaction Records, and their logs;
- MR and MR log;
- Progress and performance reviews/reports;
- Inspection plans and reports; and
- Acceptance plans and reports.

**C.4.12.6.4 Support for Alternatives Analysis**

DOE is required to conduct an independent alternatives analysis for CAPs to ensure that viable options are thoroughly considered and the best alternative is recommended. The desired outcome is a capability to conduct alternatives analysis, on an as needed basis, in accordance with the best practices in GAO-15-37.

The Contractor shall conduct alternatives analysis for CAPs on an as needed basis.
C.4.12.6.5  **Performance Reporting**

4.12.6.5.1  **Monthly Contract Status Reporting**

The Contractor shall submit a Monthly Contract Performance Report representing the prior month’s performance, transmit it to DOE by the last Tuesday of each month, and electronically update the Mission Essential Services node of the DOE Primavera schedule database with the Primavera “XER” files for the baseline and current working schedule. The Monthly Contract Performance Report shall be a written report that includes, but is not limited to, the following:

- Project manager narrative assessment;
- Significant accomplishments and progress towards completion of the Contractor goals and objectives;
- Major issues, including actions required by the Contractor and DOE;
- Analysis of funds expenditure with fiscal year spend forecast projections;
- Evaluation of safety performance (including metrics and recordable injuries, lost-time injuries, and near-misses);
- Evaluation of performance metrics for key services provided under this Contract;
- Evaluation of the condition of infrastructure and utilities, including facilities, equipment, and systems;
- Performance information using the following OMB Contract Performance Report formats (DID-MGMT-81466):
  - Format 1, DD Form 2734/1, Work Breakdown Structure; data reported at WBS level 3;
  - Format 3, DD Form 2734/3, Baseline; and
  - Format 5, DD Form 2734/5, Mar 05, Explanations and Problem Analysis.
- Statused baseline schedule, which reflects progress against the baseline;
- Variance discussion(s), and potential issues related to significant milestones;
- Contract reconciliation and estimates-to-complete;
- Change control section that summarizes the scope, technical, cost, and/or schedule impacts resulting from any implemented actions; and that discusses any known or pending baseline changes and utilization of MR;
- Risk assessment including identification of critical risks, actions planned, and actions taken to address those risks, potential problems, impacts, and alternative courses of action, including quality issues, staffing issues, assessment of the effectiveness of actions taken previously for significant issues, or the monitoring results of recovery plan implementation;
- Actions required by DOE including GFS/I and DOE decisions; and
- Pertinent business structure information.

Monthly, or as otherwise agreed to by DOE, the Contractor shall conduct a Contract/project reviews with DOE and be prepared to address any of the information in the monthly report, as well as other information requested by DOE.
Required performance reporting information shall be accessible to DOE through the Hanford Data Integrator or its online equivalent. In addition, transmit an electronic copy of the Monthly Performance Report to the EM Office of Project Assessment at contractorsMPR@hq.doe.gov.

4.12.6.5.2 Monthly Project Status Reporting

The Contractor shall submit a Monthly Project Performance Report representing the prior month’s performance and transmit it to DOE by the last Tuesday of each month. The Monthly Project Performance Report shall be a written report that includes, but is not limited to, the following:

- Project manager narrative assessment.
- Significant accomplishments and progress towards completion of the Contractor’s goals and objectives.
- Major issues, including actions required by the Contractor and DOE.
- Analysis of funds expenditure with fiscal year spend forecast projections.
- Evaluation of safety performance (including metrics and recordable injuries, lost time injuries, and near-misses).
- Evaluation of timely and efficient delivery of projects provided under this Contract. Metrics for projects include quality, reliability, cost, schedule, and risk management through the stages of project maturity.
- EVMS information using the following OMB Contract Performance Report formats (DID-MGMT-81466):
  - Format 1, DD Form 2734/1, Mar 05, Work Breakdown Structure.
  - Format 1 data reported at WBS level 3,
  - Format 3, DD Form 2734/3, Mar 05, Baseline, and
  - Format 5, DD Form 2734/5, Mar 05, Explanations and Problem Analysis.
- Statused baseline schedule, which reflects progress against the baseline.
- Variance discussion(s) and potential issues related to significant milestones.
- Contract reconciliation and estimates-to-completion.
- Change control section that summarizes the scope, technical, cost, and/or schedule impacts resulting from implemented actions; and that discusses known or pending baseline changes and utilization of MR.
- Risk Assessment, including identification of critical risks, actions planned, and actions taken to address those risks, potential problems, impacts, and alternative courses of action, including quality issues, staffing issues, assessment of the effectiveness of actions taken previously for significant issues, or the monitoring results of recovery plan implementation.
- Actions required by DOE, including GFS/I and DOE decisions.
- Pertinent business structure information.
Monthly, or as otherwise agreed to by DOE, the Contractor shall conduct project reviews with DOE and be prepared to address the information in the monthly report, as well as other information requested by DOE.

RPiP project reports shall be included in the Contractor's Project Monthly Report. For projects, this section shall include progress to date, and EVMS data including variance analysis, progress and accomplishments, issues, risks, and a 90 day outlook. For multi-year projects, the reporting shall include fiscal year to date progress as well as contract to date progress. For RPiP projects, the Contractor shall brief DOE on project progress, schedule and cost variances, risk, issues, and recommendations and highlight GFS/I issues within three (3) weeks of performance data becoming available.

4.12.6.5.3 Performance Data Management

Detailed Scope

The Contractor shall:

- Provide management and technical information.
- Ensure a programmatic incorporation and integration of Section C entitled, Real Property Asset Management, with both Program and Project Performance Management Planning.
- Enable DOE to meet the data requirements of the DOE Integrated Planning, Accountability, and Budgeting System.
- Ensure transparency in program and project performance and efficiency in program execution.
- Support audits evaluations.
- Support other DOE performance assessment and information needs.
- Plan work through completion.
- Delineate scope into manageable pieces for control of scope, schedule, and cost objectives within established roles and responsibilities.
- Integrate scope, schedule, and cost objectives into a plan by which accomplishments are measured.
- Objectively measure and analyze Contract work activities including, but not limited to, O&M operations and maintenance activities.
- Manage work activities to their definable scopes of work, costs, schedule plans, milestones, and performance metrics.
- The Integrated Investment Portfolio (IIP) shall provide the scope, cost, schedule plans, milestones, and performance metrics.

C.4.12.6.6 Risk Management

4.12.6.6.1 Programmatic Risk Management

C.4.11.6.1 Strategic and Tactical Planning

The Contractor shall implement a risk alignment with the Hanford cleanup mission and shall:

- Ensure a life cycle program framework for successful management, operations, technical capability, reliability, quality, and safety.
Implement a risk-based model integrated with budget estimates and aligned with service-level agreements, performance metrics, ISAP, Master Plans, program plans, Annual Forecast of Services and Infrastructure, Maintenance Plans, NEPA, NHPA, studies/business case analyses, Project Plans, and mission need documents.

Implement a programmatic model that creates a scalable approach to operate, optimize, and modernize infrastructure and service delivery, including continued realignment to the DOE cleanup mission and vision.

Progress to end states in planning documents, such as ISAP and master plans, and refine end states as services, information, and functions are more fully analyzed and understood.

Manage real property assets in accordance with Section C entitled, Real Property Asset Management.

Incorporate and integrate requirements of Section C entitled, Real Property Asset Management in the strategic and budget planning.

Close infrastructure, functional, and service gaps and identify future infrastructure and service needs and develop solutions to close these gaps with implementation plans, including needs outside the Contract term.

Plan work through completion.

Implement a forward thinking program for operating, maintaining, and investing that meets contract requirements and enables life cycle cost reductions.

Drive towards downsizing with an understanding that there will be exceptions that will require upsizing.

Ensure compliance with NEPA and DOE NEPA implementing regulations and address appropriate and timely NEPA compliance and reviews (i.e., preparation of EIS, EA, CX documents) for the planned activities and projects across the Contract scope. Ensure activities and project(s) have not been segmented to meet the definition of and application of CX. Ensure the master plan considers connected and cumulative actions when evaluating NEPA, i.e., understand how activities are connected to other actions with potentially significant impacts or understand how smaller activities may have cumulative significant impacts which would require preparation of an EIS or EA.

Ensure FIMS aligns with the planning.

Ensure planning information and budget estimates align with the plans produced under this contract.

Develop performance metrics for the functional areas that will be used to evaluate performance of functions delivered under this Contract and the physical condition of infrastructure and utilities, including systems and equipment necessary for the life cycle of Hanford cleanup for DOE approval, in accordance with Section C entitled, Performance Management.

Performance information shall be used in the development of the ISAP, including annual updates, and in determining the need for maintenance activities and projects.

Prepare an Integrated Facilities and Infrastructure Crosscut Budget, in accordance with DOE guidance.
C.4.11.6.2 Performance Management

The Contractor shall manage the planning, execution, and reporting of the work described in Section C in accordance with the Contract Section H clause entitled, Integrated Work Control Systems and Reporting Requirements. Standard earned value measurement, traditionally used to measure performance of Capital Asset Projects, may not be sufficient to measure the progress of the programmatic activities in the PWS. Therefore, additional performance metrics and milestones are used to define the progress of a programmatic activity and at some level shall be linked to the Hanford Site mission.

The Contractor shall:

- Plan work through completion, including past the contract performance period if necessary, to layout the life cycle of the activity.
- Break down scope into manageable pieces that can be assigned to responsible organizations for control of scope, schedule, and cost objectives.
- Integrate scope, schedule, and cost objectives into a plan by which accomplishments may be measured.
- Objectively measure activity performance.
- Analyze significant variances and implement management actions to mitigate risks and manage cost and schedule performance.
- Create performance metrics that measure the progress of an activity toward completing scope of the PWS and through the life cycle of the activity.
- Cost performance is assessed by utilizing red/yellow/green indicators assigned in terms of the variance determined between the dollars planned to be spent for the month against the actual dollars spent in the month. Cost performance for Reliability Project Investment Portfolio (RPIP) projects is also assessed to capture project performance to date, through the life cycle of the component work scope.
- Schedule progress is measured by comparing the planned amount for each metric by month and completion of milestones. Schedule performance for the RPIP and its components will be captured for the life cycle of the work scope components.
- EVMS is required in accordance with direction below and in accordance with Section C entitled, Project Management.
- Provide, as an attachment to the PMP, a Performance Management System Description (PMSD) for DOE approval that describes in detail the Performance Management System.

The PMSD shall describe the management processes and controls that will be utilized to manage and control work, and complete Contract requirements. The PMSD shall include:

- The processes and the hierarchy of documents that will be used to describe and maintain the Contractors' performance management system.
- The processes the Contractor intends to use for change control, configuration control, interface control, and document control.
The incorporation of documents and standards included in Section H clause entitled, Integrated Work Control Systems and Reporting Requirements.

The organizational breakdown structure, including roles and responsibilities of each major organization, and identification of key management positions.

A list of software the contractor proposes to use for performance management and control.

The measurement techniques, including how the Contractor plans to use them for both programs and projects and how they will be applied.

**Metrics and Milestones**

The Contractor shall:

- Develop a performance measurement system in alignment with the methods listed below, utilizing DOE O 413.3B, Program and Project Management for the Acquisition of Capital Assets, tailored requirements for EVMS:
  
  - Level of effort (planned versus actual cost). Only effort that is unmeasurable or for which measurement is impracticable may be classified as level of effort.
  
  - Operations (i.e., electrical utilities operations) (performance metrics and milestones).
  
  - Fixes, retrofitting, upgrades, replacement or modification to a real property or installation of new real property asset less than $150,000 (e.g., water maintenance, IT maintenance) (performance metrics and milestones).
  
  - Fixes, retrofitting, upgrades, replacement or modification to a real property asset or installation of new real property asset between $150,000 and $499,999 (e.g., fixing a pump system, meteorological tower) (best practices to address scope definition, cost, schedule, percent complete method).
  
  - Fixes, retrofitting, upgrades, replacement or modification to a real property asset between $500,000 and $9,999,999 (tailored EVMS as described in Section C entitled Project Management).
  
  - Fixes, retrofitting, upgrades, replacement or modification to a real property or installation of new real property asset $10 million and greater (EVMS as described in Section C entitled Project Management).

- A description of how Metrics for Service Organization Cost Account Charge Numbers (level 4-5 of WBS) will be developed and applied to measure work progress.

- Upon receiving DOE approval of the PMP, the Contractor shall fully implement the PMSD.

- Obtain CO approval prior to implementing changes to the PMP that would reduce the rigor, discipline, or effectiveness of the Performance Management System.

- Provide DOE with access to pertinent records, data, and plans for the purposes of initial approval, approval of proposed changes, and the ongoing operation of the performance management system.

- Submit a Monthly Program Performance Report representing the prior month’s performance and transmit it to DOE by the last Tuesday of each month.
• Develop performance metrics for DOE approval in each of the functional areas that will be used to evaluate performance of scope under this Contract and the physical condition of infrastructure and utilities, including systems and equipment necessary for the life cycle of Hanford cleanup for DOE approval.

• Establish the frequency of performance measurement against the metrics. Planned and actual performance shall be evaluated and reported in the monthly report.

The Monthly Program Performance Report shall be a written report that includes, but is not limited to, the following:

• Contractor narrative assessment.

• Significant accomplishments and progress towards completion of Contract goals and objectives.

• Cost Performance and/or Spend Plan: Actual cost vs. planned cost by month and fiscal year to date, along with a forecasted estimate at completion for the fiscal year. In addition to the estimate at completion for the fiscal year, the RPIP will include estimates that capture total project timeframes as specified in the PMP.

• Schedule/Performance Metrics: Status of planned vs. actual metrics including, but not limited to, regulatory metrics by month and projections including forecasts and explanations. Information also includes an explanation of actions in place or required to recover the scheduled, critical path activities that are in jeopardy, and significant schedule changes.

• Scope/Technical: Scope that is accomplished, significant programmatic and technical risks, and proposed mitigations, unresolved technical issues, lessons learned, QC issues, and changes in scope (additions, changes, or deletions).

• Risk Assessment, including identification of critical risks, actions planned and actions taken to address those risks, potential problems, impacts, and alternative courses of action, including quality issues, staffing issues, assessment of the effectiveness of actions taken previously for significant issues, or the monitoring results of recovery plan implementation.

• Usage of Management Reserve (MR).

• Management Planning and Control: Management concerns and issues, regulatory concerns, including projected commitments that will be missed or are in jeopardy, or GFS/I in jeopardy.

• Contract: Contract status and issues, contract modifications or options in process.

• Major issues, including actions required by the Contractor and DOE.

• Analysis of funds expenditure with fiscal year spend forecast projections.

• Evaluation of safety performance (including ISMS metrics and recordable injuries, lost-time injuries, and near-misses).

• Evaluation of performance metrics for key services provided under this Contract.

• Evaluation of the condition of infrastructure and utilities, including facilities, equipment, and systems including VAs.

Program Performance, including:
• Statused baseline schedule, which reflects progress against the baseline.
• Variance discussion(s), and potential issues related to significant milestones.
• Contract reconciliation and estimates-to-complete.
• Change control section that summarizes the scope, technical, cost, and/or schedule impacts resulting from implemented actions; and that discusses known or pending baseline changes and utilization of MR.
• Statused baseline schedule that reflects progress against the baseline.
• Actions required by DOE, including GFS/I and DOE decisions.
• Business structure information to demonstrate ongoing compliance with requirements.
• A 90-day look-ahead for significant accomplishments, decisions, or GFS/I items.

Monthly, or as otherwise agreed to by DOE, the Contractor shall conduct program/project reviews with DOE and be prepared to address the information in the monthly reports, as well as other information requested by DOE.

Required performance reporting information shall be accessible to DOE through the Hanford Data Integrator or its online equivalent.

Boundaries, Constraints, and Interfaces: None.

C.4.11.6.3 Interface Management

Background

Interface Management is a key Site function for the effective and efficient delivery of Contract services to the OHCs, and an integral part of resolving issues from detailed field operations to establishing high-level policy between senior contractor management. Interface Management success is defined by the results that stem from two or more organizations working together to develop solutions within the parameters of their contracts. The role of Interface Management is to solve issues at the lowest level possible in the respective organizations, to maximize project efficiency and worker productivity. The Contractor and OHCs will make every effort to improve mutual understanding and cooperation and to seek resolutions in the best interest of the Government.

General Scope, Expectations and Outcomes

The Contractor shall:

• Develop a Hanford Site Interface Management Plan (governance policy) that communicates DOE expectations, as well as roles and responsibilities relative to inter-contractor leadership and cooperation in the conduct and advancement of the Hanford Site mission.

• Develop the initial Hanford Site Interface Management Plan and submit this deliverable to DOE for approval within 120 days after contract transition is completed. Future changes and modifications to the governance process will be made as necessary by the Contractor.

• Develop the Hanford Site Interface Management Plan in collaboration with DOE and the OHCs. Serving in the role of Site Integrator, the Contractor will use its best judgment for making governance
changes. The latitude, boundaries, and constraints of the Contractor in making changes to the governance processes will be outlined in the governance process deliverable approved by DOE.

Scope, Requirements, Directions

The Contractor shall utilize available management tools and best industry practices to execute an effective Interface Management function. The requirement for this scope of work is an effective Interface Management function that establishes, documents, and communicates all interface activities within the boundaries of the Contract and particularly the Hanford Site Services and Interface Requirements Matrix.

Interface agreements shall be developed with the best interests of the Government and will be transparent to internal Site customers. Customer service documents will be treated likewise.

- Site Governance Values, Objectives, and Expectations:
  - Make Site Integrator decisions that are in the best interest of the Government, without regard to individual contractor operating interests.
  - Forecast, adapt, and re-align to meet the changing business environment and DOE decisions.
  - Seek and adapt best industry practices for corporate governance.
  - Be flexible and facilitate change for DOE.
  - Be trustworthy and transparent with its customers.

C.4.11.6.4 Program/Project Integration

The Contractor shall describe program and project integration and their interfaces in the PMP. The plan shall describe each part of the project formulation steps, from strategic planning through project execution and ending with turnover/testing and acceptance of project outcomes. The Plan shall also describe which part of the organizational breakdown structure has responsibility for project formulation, project initiation and deliverables within this process. Requirements and strategies to address NEPA and other environmental requirements shall be addressed at the appropriate levels of the program planning process. The plan shall describe how integration between programs and projects will be accomplished for the duration of the project, from project formulation and initiation through project closeout and transition/turnover to operations.

The program shall lead the development of regulatory strategies, functional requirement documents, mission need documents, and capital determination, which shall also be integrated into the associated program/master plans.

After the development of the regulatory strategies, functional requirements and mission need documents, the Contractor shall plan and execute projects in accordance with Section C entitled Project Management.

C.4.11.6.5 Budget Planning

Section C, and Attachment J-4, Performance Evaluation and Measurement Plan of this Contract identifies the outcomes that must be achieved for the Contractor and DOE to be successful. A balanced portfolio of activity investments must be maintained for those outcomes to be realized. Functionally, the IIP is derived from the PMB and establishes the annual agreement between DOE and the Contractor as to service levels and planned activities achievable within the expected funding for the planning period.

Based on the annual DOE scope direction, contract required plans, and risk, develop an execution year IIP, conforming to execution year funding levels against which future adjustments in scope or funding
may be evaluated for effects, and creating a basis for documenting elements of contract scope that have been differently time-phased or eliminated, or otherwise adjusted as a result of these effects. Adjustments will be incorporated into the IIP, both execution year and out-years, in accordance with the approved Change Control Process. The out-year adjusted IIP data will form the basis for DOE budget formulation and the Contractor infrastructure and services alignment planning. The IIP information will be kept current and made accessible to DOE through the Hanford Data Integrator or its online equivalent.

In those instances where the IIP identifies elements of Contract scope that have been differently time-phased, eliminated, adjusted, or otherwise differ from the Contractor Performance Baseline (CPB), the IIP will form the basis for subsequent contract direction to ensure continued alignment of the CPB, including the preparation of Contract change proposals.

The RPIP is a subset of the IIP and shall be developed in accordance with Section C entitled Project Management.

C.4.11.6.6 Contract Performance – Baseline

The Contractor shall develop and submit an initial CPB for DOE approval, in accordance with Section H clause entitled, Integrated Work Control Systems and Reporting Requirements. The baseline submittal shall include:

- WBS dictionary sheets, with DOE approval required at the Contractor Control Level 4.
- Resource Loaded Schedules at Level 5 of the WBS; and
- Activity-based cost estimates at Level 6 of the WBS.

The WBS, WBS dictionary data, and the Basis of Estimate (BOE) data shall be provided in either Microsoft Word® or Microsoft Access® format. Cost data shall be provided in Microsoft Access® or Excel® format and the schedule shall be provided utilizing the current version of Primavera Systems, Inc.®, Enterprise for Construction™ software, unless agreed to otherwise by DOE.

Following initial submission, baseline information shall be accessible to DOE through the Hanford Data Integrator or its online equivalent.

The CPB is the life cycle integrated and traceable technical scope, schedule, and cost data that encompasses the activities to execute the requirements of this Contract. The CPB represents the overall Contractor Estimated Contract Cost as shown in Section B, Subsection B.2, Contract Cost and Fee.

The following documents shall be viewed collectively as the technical basis for the CPB:

- The Contract PWS;
- Approved interface control documents;
- WBS dictionary sheets, with DOE approval required at the Contractor Control Level 4;
- Schedule at WBS level 5;
- Activity-based cost estimates at Level 6 of the WBS; and
- Time-phased life cycle cost estimate of the negotiated contract.

The CPB scope, cost and schedule shall be linked through utilization of the WBS provided by DOE or as otherwise approved by DOE. The WBS shall encompass the activities required by this Contract.
and provide the basis for program/project control system components, including estimating, scheduling, budgeting, and program/project performance reporting. Control accounts within the WBS shall be identified.

- The CPB Infrastructure Reliability Project schedule shall:
  - Include applicable external interfaces, Contract TPA milestones and other regulatory and DNFSB commitments, and Government furnished equipment or information dependencies.
  - Be an integrated, logical network-based plan that correlates to the WBS, is vertically traceable to the control accounts, and successfully aligns with the Contract schedule. The schedule shall be capable of summarizing from control accounts to higher WBS levels, and may also contain other discrete activities agreed to by DOE.
  - Include activities of a general or supportive nature associated with Infrastructure Reliability Projects that shall be logic linked in the schedules for those projects. Other activities of a general or supportive nature will be included in the Cost Baseline, but will be excluded from the schedule.
  - Provide additional working-level schedules deemed necessary by the Contractor that shall be integrated with the CPB and able to provide the graded reporting approach identified in section Performance Management.
  - Include project resource plans; detailed resource estimates; BOEs; budgetary requirements; and identification of direct costs, indirect costs, and MR in the CPB cost estimate.
  - Identify the method used to measure performance for each Work Package utilizing the “rolling wave” concept.
  - If requested on an annual basis to support scheduling input into the DOE Integrated Planning, Accountability and Budgeting System, build a Primavera file that encompasses direct funded work scope into a single Primavera file, and electronically import this Primavera “XER” file into the Contractor Enterprise Project Structure node of the DOE Primavera database.

The baseline change process will be sufficiently rigorous and disciplined to ensure the CPB is accurate, up-to-date and capable of providing meaningful data and information.

The Contractor shall develop and submit for DOE approval, a Change Control Process document, with change authorities consistent with the approved PMP. The Contractor shall implement the Change Control Process with the CPB used as the reference for changes.

Baseline change information, including contract modifications, change requests, change logs, and MR log, shall be kept current and made accessible to DOE through the Hanford Data Integrator or its online equivalent.

**4.11.6.7.01.1.1.1.1 Programmatic Risk Management**

The Contractor shall implement a risk management process and submit a Program Risk Management Plan to DOE for approval. The Program Risk Management Plan shall be in alignment with the entirety of Section C, entitled Program Management, and with the PMP and shall incorporate the principles of risk management from DOE O 413.3B, Program and Project Management for the Acquisition of Capital Assets (or equivalent), DOE G 413.3-7A, Risk Management Guide, and GAO-09-3SP, GAO Cost Estimating and Assessment Guide. These principles shall be tailored to meet an operations program.
The contractor’s Risk Management program shall be solely for progressing the success of the Hanford cleanup mission.

The Program Risk Management Plan shall also specify:

- **Use** The use of probabilistic risk analysis using Monte Carlo simulation, and identify when Monte Carlo simulations will be run;
- **Probabilistic** On an annual basis, the Contractor shall perform a Monte Carlo risk analysis with sufficient analytical information to establish cost and schedule confidence levels; and
- **Recommended** Identify a recommended MR required to adequately address Contractor-controlled risk.
- The impact each programmatic risk has to the overall Hanford cleanup mission, quantified in terms of cost and schedule to the mission.
- Programmatic risk handling plans, including a link to applicable infrastructure real property asset (e.g., projects, maintenance activities).
- The process for identifying and characterizing programmatic risks resulting from changes in budget or funding. Programmatic risks relating to budget or funding scenarios shall be communicated to DOE during those processes.
- An annual “scorecard” rating each operational program area green, yellow, or red based on:
  - The probability of significant operational failure.
  - The impact of failure to the Hanford Site operations.
  - The cost and duration of recovery from operational failure (the Contractor and to OHCs).

Risk and decision management activities shall be coordinated on a continuing basis with DOE and OHCs. The Contractor shall utilize logic linked schedules compatible for use by DOE in conducting DOE project risk management assessments and analysis. The Contractor’s identified project risks shall be linked to the activities in the schedule.

Contractor risk analysis information pertaining to cross-cutting decisions shall be communicated to DOE and OHCs, including agreement as to who should have the risk management lead for each risk.

### 4.12.6.6.2 Project Risk Management

The Contractor shall implement a risk management process and submit a Project Risk Management Plan to DOE for approval. The Project Risk Management Plan shall be in alignment with the Contractor’s Program Management Plan.

The Project Risk Management Plan shall specify the use of probabilistic risk analysis using Monte Carlo simulation and identify when probabilistic risk analyses will be run. At a minimum:

- Probabilistic risk analyses shall be performed to identify the MR recommendation required to adequately address Contractor-controlled risk for each project in the RPIP. These analyses shall be performed when a project enters the three (3) year “rolling wave”, and whenever a significant baseline change occurs.
The process for identifying and handling key project risks shall be identified.

The Contractor shall utilize logic-linked schedules compatible for use by DOE in conducting DOE project risk management assessments and analysis. The Contractor’s identified project risks shall be linked to the activities in the schedule.

4.12.6.6.3 Risk Register

Risk Register Information is required from contractors, regardless of activity type (Operational Activity or Project). Consistent Risk Information shall be provided to DOE on a quarterly basis in spreadsheet (such as Microsoft Excel®) or database format and shall be reported monthly to DOE with the Project Monthly Performance Report including:

- Risk Identification Number;
- Risk Title;
- Risk Description;
- Risk Dates:
  - Identification Date, and
  - Closure Date.
- Risk Type or Grouping (e.g., regulatory, technical, performance, site condition);
- Level 1 WBS;
- Sub-Project or Operational Activity;
- Probability (percentage range and basis);
- Risk Impacts (and basis):
  - Incremental cost, and
  - Schedule (days);
- Key/Critical Risk;
- Status (Open or Closed);
- Basis for Closure;
- Realized risk impacts:
  - Incremental cost incurred from responding to risk realization, and
  - Schedule impact (days) resulting from realization.
- Response Type (Accept, Control, Transfer, Avoid, Share, Enhance);
- Response Plan/Mitigation;
- Risk Owner;
- Response Plan/Mitigation Cost and/or Schedule and basis for estimate; and
- Risk Triggers.

C.4.12.6.7 Project Management

This Section applies impact and notification to capital asset construction activities performed as part of executing this Contract. In the context of this section, the terms “acceptance testing” and “acceptance” refer to the Contractor’s testing and acceptance OHCs.

C.4.11.6.8 Contractor Assurance

Background
CASs are an integral component of Contractor-related a contractor’s management systems and equipment. The Contractor shall DOE’s Enterprise Risk Management. The DOE integrates its oversight activities with CAS to confirm the adequacy of the Contractor’s internal controls and integrated management systems.

CAS are designed and utilized by contractors to manage performance consistent with contract requirements. CAS enable the corporate parent, if applicable, to assess performance, provide data to the Contractor’s management decision-making process, and allow the Contractor to more effectively manage processes, resources and outcomes. CAS provide clear communication of the mission and operational performance and enable DOE to responsively determine the necessary level of federal oversight based on mission goals and needs. Under CAS, contractors provide reasonable assurance that their management controls are effective and efficient. CAS are risk-based systems that focus on outcomes and seek to minimize performance risk.

**General Scope and Outcome**

Contractors are expected to responsibly oversee their own work, identify concerns, and reliably report unexpected adverse outcomes in order to address and prevent recurrence. CAS cover the full scope of contractor operations and is applied to operating and business functions, including systems for the protection of the worker, public, environment, property, business, and financial matters.

The desired outcome is a comprehensive, robust system of integrated management processes that inform management decision making and enable the Contractor’s accomplishment of mission in an effective, efficient, safe, and secure manner. The transparency of these systems to federal oversight enables the DOE’s oversight to be accomplished efficiently and effectively, by utilizing and leveraging the outcomes and information from effective CAS implementation.

**Detailed Scope and Requirements**

The Contractor shall:


- Maintain the DOE-approved system for the life of the Contract.

- Administer and maintain the Government-furnished contractor assurance business enterprise suite software, the CAS business system standard, and the CAS Forum for the life of the contract.

- Benchmark CAS best practices, and share Lessons Learned data, information, and feedback via the OPEXShare online network.

**Boundaries, Constraints, and Interfaces**: None.

**C.4.11.7 Project Management documents to**

**Background**

The Contract is not a traditional project, but many program and project performance management practices and principles are applicable to assure effective and efficient delivery of products and services.
under this Contract. The application of program and project performance management principles shall be applied using a graded approach. Some activities, such as infrastructure reliability projects and capital asset projects, require the implementation of increasingly rigorous project management techniques. However, it is important to note that these projects are only enablers of the larger purpose of this Contract, which is the delivery of efficient and effective services and infrastructure in support of the critical decision of the Hanford Site mission. It is also important to note that projects and programs need to represent an integrated approach to project implementation; therefore, it is essential that programs be responsible for defining and providing the need (including the functional basis and timing) for these projects.

The Critical Decision (CD) process is described in DOE O 413.3B entitled, Program and Project Management for the Acquisition of Capital Assets, and is applied to larger individual projects (e.g., capital or line item projects) using a graded approach. The CD process is accomplished for other activities by successful execution of this Contract. DOE accomplishes CD-0 and CD-1 by the solicitation and award of the Contract. DOE accomplishes CD-2 and CD-3 by approval of key deliverables. The Contract is an operating activity in CD Phase 4 (Operations) and not required to implement the CD process unless a CAP in excess of the $10 million threshold from DOE O 413.3B entitled, Program and Project Management for the Acquisition of Capital Assets, and related DOE-HQ guidance is incorporated into the Contract. For smaller reliability projects that do not exceed the $10 million threshold applicable to Capital Assets (as described in the DOE Financial Management Handbook and elsewhere), a graded approach to management is expected, utilizing principles described in DOE O 413.3B entitled, Program and Project Management for the Acquisition of Capital Assets. These projects shall be managed collectively as a portfolio. This contract has to support the relevant data requirements needed to move through the phases of mission support.

Reliability Project Investment Portfolio and Maintenance Tasks

The appropriate project management principles in DOE O 413.3B entitled, Program and Project Management for the Acquisition of Capital Assets shall be applied, using a graded approach as described below:

- Level of effort (CRD O 413.3B entitled, Program and Project Management for the Acquisition of Capital Assets does not apply).
- Operations (e.g., patrol operations, electrical utilities operations) (CRD O 413.3B entitled, Program and Project Management for the Acquisition of Capital Assets does not apply).
- Fixes, retrofits, upgrades, replacements, or modifications to a real property asset or installation of new real property asset less than $150,000 (e.g., water maintenance, IT maintenance). CRD O 413.3B entitled, Program and Project Management for the Acquisition of Capital Assets does not apply.
- Fixes, retrofits, upgrades, replacements, or modifications to a real property asset or installation of new real property asset between $150,000 and $499,999 (e.g., fixing a pump system, meteorological tower). Apply project management principles of CRD O 413.3B entitled, Program and Project Management for the Acquisition of Capital Assets using a graded approach.
- Fixes, retrofits, upgrades, replacements, or modifications to a real property asset or installation of new real property asset between $500,000 and $9,999,999. Apply project management principles of CRD O 413.3B entitled, Program and Project Management for the Acquisition of Capital Assets in accordance with Section C entitled Project Management.
Fixes, retrofits, upgrades, replacements, or modifications to a real property asset or installation of new real property asset $10 million and greater. CRD O 413.3B entitled, Program and Project Management for the Acquisition of Capital Assets required and in accordance with Section C entitled Project Management.

From this categorization, the resulting portfolio of projects/work scope is referred to as the RPIP.

The RPIP comprises the work scope related to updating, upgrading or replacing elements of the fixed infrastructure and removing and/or dispositioning newly abandoned or replaced systems. These investments may be capital asset improvement projects, either line item or general plant projects, or they may be maintenance activities. Larger CAPs may be made up of one or more of these project types. They may be designed and implemented by either Contractor staff or by its subcontractors. The RPIP is informed by strategic and tactical planning for the Hanford Site Mission as implemented through a variety of contractors and the DOE. Mission need definition and adequate documentation, along with defined functions and requirements for proposed projects, is expected before budget/funding is requested for each project that comprises the RPIP. While predictive capabilities should prevent the need for emergent projects, DOE may work with the Contractor to shorten or accelerate this process for high-priority, emergent project needs. The RPIP is a subset of the PMB and its configuration shall be maintained in accordance with the approved Change Control Process and the PMP. The RPIP represents a set of high-impact investments that are separately prioritized, funded and managed with additional rigor. Since the projects within the RPIP respond to the needs and strategies identified by their respective programs at Hanford (including OHCs), it is also essential that project planning and execution are integrated with the programs that they support.

Principles of and requirements for project management for the RPIP scope apply in a graded approach at both at the portfolio level as well as the individual project level. DOE will continuously seek to improve performance under this Contract, and will seek effective Contractor program and project performance management and execution.

**General Scope and Outcome**

The Contractor shall provide management and technical information to:

- Meet the requirements of DOE O 413.3B entitled, Program and Project Management for the Acquisition of Capital Assets (or current version) using a graded approach. This includes implementation of graded approach of applying principles of project management to projects that do not meet the thresholds for a capital project as defined in the DOE Order.

- Support budget formulation activities including, but not limited to, emerging work items list, budget formulation input (including Integrated Priority List [IPL]), fall limited budget update submission, budget scenario development, and budget presentations (such as public and regulatory briefings);

- Meet the data requirements of the DOE Integrated Planning, Accountability, and Budgeting System (if required);

- Develop a standard set of activity codes that is approved by DOE;

- Maintain a standard set of activity codes in the project baseline schedules;

- Support audits, evaluations, and external technical reviews;

- Support other DOE project performance assessments and information needs.
Ensure management and technical information developed under this Contract shall be accessible electronically by the Government;

Provide management and technical information and support necessary; and

Ensure transparency in project and associated program planning performance and efficiency in program and project execution.

The desired outcome is program and project delivery to support predictable and consistent Contractor performance that is aligned to customer needs, conducted within annual and multi-year baselines.

**Detailed Scope and Requirements**

Reliability Project investments shall be selected through a process that involves the project stakeholders, including DOE sponsors.

The Contractor shall:

- Manage the RPIP as a life cycle integrated portfolio of work, where strategies to consolidate and integrate planning activities to achieve efficiencies and mitigate risk are evaluated at the portfolio level.

- Develop and submit the Reliability Project Investment Selection Process as part of the RPIP master plan (MP). The process shall include selection criteria as well as go/no-go decision criteria for various project phases. This process may be incorporated into the Contractor Change Control Process, RPIP MP, or maintained as a separate process document.

- Optimize these services through an integrated planning approach. Key project documents, requirement agreements, technical basis, and relevant guidance shall be made available to DOE in electronic format.

**Planning**

Development of the life cycle baseline for the portfolio of projects captured in the RPIP varies from year to year and depends on needs defined by the various programs and larger projects at Hanford both within and outside of this Contract. Regardless of the source, identification of these needs (sometimes referred to as “mission” needs) shall follow principles set forth in DOE O 413.3B entitled, Program and Project Management principles for the Acquisition of Capital Assets, and elsewhere, where the need for the project is documented.

The listing of projects shall be captured and prioritized in the RPIP as described in the RPIP Management Plan. The Portfolio of projects is a subset of the IIP; therefore, the requirements of the overall scope development and IIP management apply to the RPIP. As requested by the DOE, the Contractor shall support RPIP scenario development to support the DOE budget process.

The Contractor shall manage the portfolio of projects according to the RPIP Management Plan to ensure appropriate project sequencing and integration. NEPA shall be addressed early in the life cycle planning of modifications or upgrades. In addition, requirements under the NEPA are better addressed at the portfolio level.

In addition to requirements for baseline management located elsewhere in this solicitation, the Contractor shall develop a performance management baseline for the portfolio of projects that reflects a three (3) year window “rolling wave” concept that captures life cycle planning information for project work that
begins within the window. The planning shall account for and integrate project and related program
decisions and activities and clearly note where the Contractor requires DOE support (GFS/I).

As a subset of the IIP and CPB, the RPIP projects will be authorized and managed jointly with DOE
utilizing a three (3) year “rolling wave” of project starts. The RPIP MP shall describe how the life cycle
planning for each of the RPIP projects will be reflected and managed for projects that are expected to start
within this three (3) year rolling window. Life cycle planning for project starts beyond the rolling window
may be provided at a summary level of detail for planning purposes. The level of planning shall be
adequate to inform the planning and budgeting system (e.g., advance notification to the budget process for
projects that are expected to be CAPs within the upcoming two [2] years).

The CPB for Reliability Projects is part of the larger CPB. In addition to general CPB requirements, the
CPB associated with Infrastructure Reliability Project schedule shall:

- Include applicable external interfaces, Contractor’s TPA milestones, and other regulatory and DNFSB
  commitments, and GFE or information dependencies.

- Be an integrated, logical network-based plan that correlates to the WBS, is vertically traceable to the
  control accounts, and successfully aligns the Contractor’s schedule. The schedule shall be capable of
  summarizing from control accounts to higher WBS levels, and may contain other discrete activities
  agreed to by DOE and the Contractor.

- Include activities of a general or supportive nature associated with Infrastructure Reliability Projects
  that shall be logic linked in the schedules for those projects. Other activities of a general or supportive
  nature will be included in the Cost Baseline, but will be excluded from the schedule.

- Provide additional working level schedules deemed necessary by the Contractor, which shall be
  integrated with the RPIP CPB and able to provide a graded approach.

- Include project resource plans; detailed resource estimates; BOEs; budgetary requirements; and
  identification of direct costs, indirect costs, and MR.

- Identify, for each work package, the method used to measure performance, utilizing the “rolling
  wave” concept.

Development of the life cycle baseline for the portfolio of projects captured in the RPIP varies from year
to year and depends on needs defined by the various programs and larger projects at Hanford both within
and outside of this Contract. Regardless of the source, identification of RPIP needs (sometimes generally
referred to as “mission” needs) shall follow Project and Program Management principles, where the need
for the project is documented. This level of planning is expected to be developed and available for DOE
review to support funding decisions for the remainder of the project. Planning is then matured according
to the management principles. This comprehensive planning system shall be reflected in the Program
Management Plan, as appropriate.

The Contractor shall ensure that operations activities related to both program and projects consider
connected and cumulative actions when evaluating compliance actions.

4.12.6.7.2 Project Integration

The Contractor shall describe program and project integration and their interfaces in the RPIP
Management Plan. The Plan shall:
Describe the part of the organizational breakdown structure that has responsibility for project formulation deliverables, project initiation documentation, and decisions to support the programs.

Describe how integration between programs and projects will be accomplished for the duration of the project through project closeout, and transition/turnover to operations.

Describe how programs define and document project mission need and scope, prioritize and integrate the projects for funding, execute the projects utilizing the appropriate level of project management and DOE interface, and transition/turnover/closeout projects. Involvement of, and leadership by, separate engineering organizational elements in the various phases of project management shall also be described in the Plan.

Describe how environmental requirements and regulatory interfaces will be addressed at the various phases of the project.

### Project Initiation

Projects on the RPIP shall be defined by a documented and traceable gap in capability (a difference in the current state versus a desired state). Example documentation may include documented forecasts of additional or change in system capability, condition assessments, operations performance trends, maintenance trends, risk mitigation, emerging technology that represents new or revised capabilities or system improvements that offer life cycle cost benefits over an older system, or emergent items.

Mission and crosscutting programs and projects at Hanford are responsible for developing, revising, and executing strategies to meet the various end states at Hanford, and these involve common infrastructure items for the Site. Since programs and projects for cleanup at Hanford are often acquired through multiple contracts and involve two Field Offices, the collection of needs through various mechanisms may need to be tailored. The gap in capability does not specify an alternative to fill the gap, but identifies a range of possible solutions with an associated cost range and expected timeline. This documentation shall be expected to be in place through the IIP submittal prior to DOE authorization of the project. For projects following the CD process, as required in DOE O 413.3B entitled, Program and Project Management for the Acquisition of Capital Assets this documentation shall be included in the CD-0, Justification of Mission Need.

The following documents are expected to be available at the time of the IIP submittal as part of the basis to authorize RPIP project starts:

- Justification of mission need (including applicable technical basis documents);
- Functions and requirements;
- Scope statement;
- Cost range;
- NEPA screening documentation;
- Preliminary project timeline including known key decisions or support required by DOE; and
- Other relevant documentation (can be referenced) to define the pre-conceptual scope, cost range and timeline for the project (e.g., technical basis, trend studies, technology opportunity studies).
The documents containing the basis for individual projects shall be made available electronically or otherwise to the DOE as projects are added to the three (3) year “rolling wave” of project starts in the RPIP before they are initiated. Unless agreed to otherwise by the DOE, initial BOEs for the project shall be based on a range of project alternatives to meet the identified project need and include uncertainty associated with this level of project maturity. When alternatives to meet the projected need have been fully analyzed, a more refined BOE is expected. The Contractor shall deliver this planning in advance to fully identify the basis and need for projects by performing the necessary related studies and evaluations as part of the life cycle baseline planning and development of the performance management baseline.

**RPIP Planning**

The listing of projects shall be captured and prioritized in the RPIP as described in the RPIP Management Plan. The Portfolio of projects is a subset of the IIP; therefore, the requirements of the overall scope development and IIP management apply to the RPIP. As requested by the DOE, the Contractor shall support RPIP scenario development to support the DOE budget process.

The Contractor shall manage the portfolio of projects according to the RPIP Management Plan to ensure appropriate project sequencing and integration. NEPA shall be addressed early in the life cycle planning of modifications or upgrades. In addition, requirements under the NEPA are better addressed at the portfolio level.

In accordance with NEPA and DOE NEPA implementing regulations, (see Section C entitled NEPA Planning and Program Support) the Contractor shall address appropriate and timely NEPA compliance and reviews (i.e., preparation of EIS, EA, or CX documents) for projects. Development of the life cycle baseline for the portfolio of projects captured in the RPIP varies from year to year and depends on needs defined by the various programs and larger projects at Hanford both within and outside of this contract. Regardless of the source, identification of RPIP needs (sometimes generally referred to as “mission” needs) shall follow principles set forth in DOE O 413.3B entitled, Program and Project Management for the Acquisition of Capital Assets and elsewhere, where the need for the project is documented. This level of planning is expected to be developed and available for DOE review to support funding decisions for the remainder of the project. Activities such as those necessary to address NEPA requirements in a timely fashion and interface management activities may also need to be performed early in the project identification/scoping and conceptual planning stages. Planning is then matured according to the management principles. This comprehensive planning system shall be reflected in the PMP, as appropriate.

The Contractor shall ensure that operations activities related to both program and projects consider connected and cumulative actions when evaluating NEPA compliance actions.

### 4.11.7.1.2 Budget Planning

As described elsewhere in this Section, the RPIP and its associated project components shall be managed per the RPIP MP and submittals to support the budget process. DOE will provide fiscal year guidance for the level of RPIP funding to manage the RPIP for the three (3) year rolling window of project starts.

**C.4.11.7.2 Project Performance Management**

The Contractor shall manage the planning, execution, and reporting of project work in accordance with the contract Section H clause entitled, Integrated Work Control Systems and Reporting Requirements. Successful execution of performance management work scope will ensure cost and schedule efficiency while minimizing both programmatic and project risks. The Contractor shall ensure that performance...
management practices are used in the performance of work, including development of management plans, planning data, disciplined change control processes, and performance measures.

The Contractor shall prepare and submit for DOE approval a RPIP MP consistent with a graded application of the Project Execution Plan requirements in DOE O 413.3B entitled, Program and Project Management for the Acquisition of Capital Assets. The RPIP MP shall:

- Describe the Contractor’s approach for identifying and prioritizing reliability projects and managing and controlling activities necessary to execute the portfolio projects and shall utilize requirements in the PMP.

- Focus on Contractor policies, methods, and approach to provide integration and control of scope, schedule and cost information for the RPIP. For projects within this scope of work, the RPIP MP shall describe the project links to strategic and program planning documents (e.g., ISAP, Master Plans, and other program plans).

- Describe or reference the Project Performance Management System Description (PPMSD).

- Describe how NEPA and NHPA Section 106 requirements will be addressed early in the portfolio and project development stages.

- Address how and when projects will be evaluated to determine the level of project management (e.g., capital determinations, Congressional Line Item, General Plant Projects, maintenance items and/or Capital Asset Projects under DOE O 413.3B entitled, Program and Project Management for the Acquisition of Capital Assets in time to support the annual budget cycle. This should align with annual fiscal year work planning and execution planning.

- Describe a method to gain DOE concurrence on emerging changes.

The Contractor shall obtain CO approval prior to implementing changes to the RPIP MP that would reduce the rigor, discipline, or effectiveness of the Performance Management System. The Contractor shall provide DOE with access to pertinent records, data, and plans for purposes of initial approval, approval of proposed changes, and the ongoing operation of the performance management system.

The Contractor shall provide, as an attachment to the RPIP Management Plan, a PPMSD for DOE approval that is consistent with the graded application of the requirements of DOE O 413.3B entitled, Program and Project Management for the Acquisition of Capital Assets, and describes in detail the Performance Management System. The PPMSD shall describe the management processes and controls that will be utilized to manage and control work, and complete Contract requirements.

- The Contractor shall develop a performance measurement system as categorized below in alignment with the methods listed.

  - Fixes, retrofitting, upgrades, replacements, or modifications to a real property asset or installation of new real property asset between $150,000 and $499,999 (e.g., fixing a pump system, meteorological tower).

  - Fixes, retrofitting, upgrades, replacements, or modifications to a real property asset or installation of new real property asset between $500,000 and $9,999,999 (tailored EVMS as described in Section C entitled Project Management).
Fixes, retrofitting, upgrades, replacements, or modifications to a real property asset or installation of new real property asset $10 million and greater (EVMS as described in Section C entitled Project Management).

The PPMSD documents the process and associated listing of implementing procedures to address justification of mission need, functional requirements, functional design criteria, environmental/cultural review screening (including NEPA coverage, permits) alternative identification and selection, design, construction, turnover, and closeout using a graded approach to project management as described in DOE O 413.3B, Program and Project Management for the Acquisition of Capital Assets. The PPMSD shall include:

- The processes and the hierarchy of documents that will be used to describe and maintain the Contractor’s performance management system.
- The processes and the hierarchy of documents that address a graded approach to manage maintenance projects and capital General Plant Projects.
- The incorporation of documents and standards included in Section H clause entitled, Integrated Work Control Systems and Reporting Requirements, such as, but not limited to, the principles of GAO-09-3SP, GAO Cost Estimating and Assessment Guide, and GAO-16-89G, Schedule Assessment Guide.
- The baseline development process and the hierarchy of documents that shall be used to describe and maintain the Contractor’s PMB for projects.
- The processes the Contractor intends to use for change control, configuration control, interface control, and document control.
- The organizational breakdown structure, including roles and responsibilities of each major organization and identification of key management positions.
- A list of software the Contractor proposes to use for performance management and control.

Monthly Reporting
The Contractor shall submit a Project Monthly Performance Report representing the prior month’s performance and transmit it to DOE by the last Tuesday of each month. The Project Monthly Performance Report shall be a written report that includes, but is not limited to, the following:

- Project manager narrative assessment.
- Significant accomplishments and progress towards completion of the Contractor’s goals and objectives.
- Major issues including actions required by the Contractor and DOE.
- Analysis of funds expenditure with fiscal year spend forecast projections.
- Evaluation of safety performance (including ISMS metrics and recordable injuries, lost-time injuries, and near-misses).
- Evaluation of timely and efficient delivery of projects provided under this contract. Metrics for projects include quality, reliability, cost, schedule, and risk management through the stages of project maturity.
Project Performance, including:

- Performance information using the following OMB Contract Performance Report formats:
  - Format 1, WBS.
  - Format 1 data reported at WBS Level 3.
  - Format 3, Baseline.
  - Format 5, Explanations and Problem Analysis.

- Statused baseline schedule, which reflects progress against the baseline.

- Variance discussion(s) and potential issues related to significant milestones.

- Contract reconciliation and estimates to completion.

- Change control section that summarizes the scope, technical, cost, and/or schedule impacts resulting from implemented actions; and that discusses known or pending baseline changes and utilization of MR.

- Risk Assessment, including identification of critical risks, actions planned, and actions taken to address those risks, potential problems, impacts, and alternative courses of action, including quality issues, staffing issues, assessment of the effectiveness of actions taken previously for significant issues, or the monitoring results of recovery plan implementation.

- Actions required by DOE, including GFS/I and DOE decisions.

- Business structure information to demonstrate ongoing compliance with the requirements of Section H clause entitled, Subcontracted work.

CAP Baseline Performance including:

- EVMS information using the following OMB Contract Performance Report formats (DI-MGMT-81466, Contract Performance Report (CPR)):
  - Format 1, DD Form 2734/1, Mar 05, WBS.
  - Format 1 data reported at WBS Level 3.
  - Format 3, DD Form 2734/3, Mar 05, Baseline.
  - Format 5, DD Form 2734/5, Mar 05, Explanations and Problem Analysis.

- Statused baseline schedule, which reflects progress against the baseline.

Monthly, or as otherwise agreed to by DOE, the Contractor shall conduct project reviews with DOE and be prepared to address the information in the monthly report, as well as other information requested by DOE.

RPIP project reports shall be included in the Contractors Project Monthly report. For projects, this section shall include progress to date, and EVMS data including variance analysis, progress and accomplishments, issues, risks, and a 90-day outlook. For multi-year projects, the reporting shall include fiscal year-to-date progress as well as contract to date progress. For RPIP projects, the Contractor shall brief DOE on project progress, schedule and cost variances, risk, issues, and recommendations and highlight GFS/I issues within three (3) weeks of performance data becoming available.
C.4.11.7.3 Design, Procurement, Construction, and Acceptance Testing

This section applies to capital asset construction activities performed as part of executing this scope of work. In the context of this section, the terms “acceptance testing” and “acceptance” refer to the Contractor’s testing and acceptance of Contractor-related systems and equipment.

4.11.7.3.4 Project Design

Design Authority (DA): The Contractor shall act as the DA unless otherwise determined, with duties to include developing design solutions, preparing design media and documentation, maintaining the design basis, and performing design reviews.

Design Standards: The Contractor shall submit for DOE approval a list of the standards to be used in the design of facilities and equipment. The Contractor shall ensure that the project’s design meets applicable standards, and the list of applicable standards is maintained under configuration control. The Contractor shall integrate safety into the design process.

Design Reviews: The Contractor shall conduct periodic design, constructability, and operability reviews. When directed by DOE, the Contractor shall facilitate independent DOE design reviews in support of the requirements of DOE O 413.3B entitled, Program and Project Management for the Acquisition of Capital Assets, to demonstrate that the project will perform its intended functions and meets requirements. The Contractor shall provide the design information to DOE at the end of the three (3) design stages (conceptual, preliminary, and final), and provide related design documents as otherwise directed by DOE, for DOE review. The Contractor shall resolve comments resulting from these reviews with DOE.

Release As projects mature, the additional following project documents shall be readily available for

Construction: Upon receipt of CD-3, Approve Start of Construction, and resolution of DOE comments, DOE will authorize the Contractor to inspect (including updates to release the design for documents noted above):

- Functional criteria;
- Alternatives Analysis;
- Capital Asset determinations;
- Plant Forces work reviews;

Project Execution Plans, including Roles, Responsibilities, Accountabilities and Authorities, key milestones and metrics, and linkage to the procurement, construction, and acceptance testing plan;

- Risk Management Plans and Risk Registers;
- Detailed scoping statements;
- Design media (including alternatives analysis, conceptual and definitive design, as applicable);
- Cost estimates, both point and range commensurate with the maturity of the project;
- Schedule estimates, both point and range commensurate with the maturity of the project, including go/no-go decision milestones for various phases of the work;
- Baseline Change Requests, Transaction Records, and their logs;
- MR and MR logs;
• Project Progress and performance reviews/reports; and
• Other relevant information as requested by DOE.

**4.11.7.3.24.12.6.7.5** Procurement, Construction, and Acceptance

The Contractor shall:

- Prepare and submit a Procurement, Construction, and Acceptance Testing Plan for DOE approval and update the Plan as required after initial submission. The Plan shall include:
  - Description of procurements, construction bids, and work packages;
  - Construction management;
  - Construction site management;
  - Acceptance testing; and
  - Descriptive linkage to the Project Execution Plan and the ISMS Description.

- Procure required material and equipment through the preparation of bid packages and solicitations; evaluating, awarding, and managing subcontracts; accepting subcontractor materials and equipment; and verifying subcontractor acceptance tests.

- Submit a Purchasing System for DOE approval.

- Certify to DOE that construction has been initiated.

**4.12.6.7.6** Project Construction and Acceptance

The Contractor shall inform the DOE that construction has been initiated.

The Contractor shall maintain a Construction Inspection System and Acceptance Testing System, perform inspections and testing, and ensure that the work performed under this Contract conforms to Contract requirements. The Contractor shall maintain complete inspection and testing records and make them available to DOE. DOE may elect to use independent acceptance inspectors to participate in acceptance testing and system turnover. The Contractor shall develop and submit an integrated Construction and Acceptance Testing Program to DOE for approval that includes the following elements:

- Verification and approval of the vendor’s shop drawings to ensure conformity with the approved design and working drawings and specifications.

- Acceptance test plans and procedures for onsite Contractor/subcontractor inspection of construction workmanship, compliance with design drawings and specifications, management of the design construction changes, and criteria for acceptance of fabricated and constructed items.

- Integrated construction acceptance test plans and inspection of construction to ensure adherence to approved working drawings and specifications.

The Contractor shall prepare for DOE review and approval an As-built Program Description. The as-built process and associated procedures shall identify:
• Description of the as-built process, including the role of DOE and the Contractor (Contractor shall participate in acceptance of the as-built design, following construction, and commissioning);

• Drawing series to be as-built;

• Document control process for maintaining as-built; and

• Procedures for modification of the as-built.

During the construction and acceptance phase, the Contractor shall remain current on the process and facility as-built program. The Contractor shall report the status of the as-built program in accordance with the process defined in the Procurement, Construction, and Acceptance Testing Plan.

The Contractor shall provide the necessary labor, equipment, materials, test equipment, and spare parts sufficient to maintain all SSC structure, systems, and components in an operable condition, and other related resources for the acceptance testing program.

DOE, and other OHCs staff identified by DOE, shall be invited to participate in construction project overview activities. Construction overview activities include meetings that discuss significant issues associated with the establishment, development, and/or progress of the construction activities.

The Contractor shall certify to DOE that facility acceptance has been completed. Completion of facility acceptance is defined when the components and systems associated with the facility have been installed, functionally tested and the facility design as-built documents are complete in accordance with the Procurement, Construction, and Acceptance Testing Plan. Facility acceptance shall require acceptance of components and systems, including as-built design drawings. Related to construction, the following documentation shall be available for DOE inspection:

C.4.11.7.4 Cost/Scope/Schedule

Successful execution of performance management work scope will ensure cost and schedule efficiency while minimizing both programmatic and project risks. The Contractor shall ensure that performance management practices are used in the performance of work, including development of management plans, planning data, disciplined change control processes, service level agreements, and performance measures.

In addition to requirements for baseline management located elsewhere in this solicitation, the Contractor shall develop a performance management baseline for the portfolio of projects that reflects a three (3) year window “rolling wave” concept that captures life cycle planning information for project work that begins within the window (note: a three-year rolling wave concept includes the current budget execution year plus the two years following). The planning shall account for and integrate project and related program decisions and activities and clearly note where the Contractor requires DOE support (GFS&I).

As a subset of the IIP and contract performance baseline, the RPIP projects will be authorized and managed jointly with DOE utilizing a three (3) year “rolling wave” of project starts. The RPIP MP shall describe how the life cycle planning for each of the RPIP projects will be reflected and managed for projects that are expected to start within this three (3) year rolling window (i.e., budget execution year plus two years). Life cycle planning for project starts beyond the rolling window may be provided at a summary level of detail for planning purposes. The level of planning shall be adequate to inform the planning and budgeting system (e.g., advance notification to the budget process for projects that are expected to be CAPs within the upcoming two [2] years).

The CPB for Reliability Projects is part of the larger CPB. In addition to general CPB requirements, the CPB associated with Infrastructure Reliability Project schedule shall:
Include applicable external interfaces, Contractor’s TPA milestones, and other regulatory and DNFSB commitments, and Government-furnished equipment or information dependencies.

Be an integrated, logical network-based plan that correlates to the WBS, is vertically traceable to the control accounts, and successfully aligns the Contractor’s schedule. The schedule shall be capable of summarizing from control accounts to higher WBS levels, and may contain other discrete activities agreed to by DOE and the Contractor.

Include activities of a general or supportive nature associated with Infrastructure Reliability Projects that shall be logic linked in the schedules for those projects. Other activities of a general or supportive nature will be included in the Cost Baseline, but will be excluded from the schedule.

Provide additional working level schedules deemed necessary by the Contractor, which shall be integrated with the RPIP CPB and able to provide a graded approach.

Include project resource plans; detailed resource estimates; BOEs; budgetary requirements; and identification of direct costs, indirect costs, and MR.

Identify, for each work package, the method used to measure performance, utilizing the “roll wave” concept.

C.4.11.7.5 Program Project Integration

The Contractor shall describe program and project integration and their interfaces in the RPIP Management Plan. The Plan shall describe the part of the organizational breakdown structure that has responsibility for project formulation deliverables, project initiation documentation, and decisions to support the programs. The Plan shall describe how integration between programs and projects will be accomplished for the duration of the project through project closeout, and transition/turnover to operations. The Plan shall describe how programs define and document project mission need and scope, prioritize and integrate the projects for funding, execute the projects utilizing the appropriate level of project management and DOE interface per DOE O 413.3B entitled, Program and Project Management for the Acquisition of Capital Assets, and transition/turnover/closeout projects. Involvement of, and leadership by, separate engineering organizational elements in the various phases of project management shall also be described in the Plan. The Plan shall also describe how environmental requirements and regulatory interfaces will be addressed at the various phases of the project.

4.11.7.6.01.1.1.1.1 Performance Measurement Baseline

The PMB is a life cycle integrated and traceable technical scope, schedule, and cost baseline that encompasses the activities to execute the work scope requirements that are directly funded from DOE to the Contractor, and being performed under this Contract. If the Contractor is separately authorized Capital Asset Projects over $20 million in value, these Capital Asset Projects shall be separately identified in monthly contract performance reports. The PMB is a subset of the CPB and excludes MR, Request for Services, and UBSs.

The PMB shall comply with the graded application of current DOE directives regarding Program and Project Management for the Acquisition of Capital Assets. The Contractor’s performance management system will be described in the PMP/PMSD.

C.4.11.7.7 Project Risk Management

The Contractor shall implement a risk management process and submit a Project Risk Management Plan to DOE for approval. The Project Risk Management Plan shall be in alignment with the Contractor’s Project Execution Plan. The Project Risk Management Plan shall be compliant with the requirements of

The Project Risk Management Plan shall also specify the use of probabilistic risk analysis using Monte Carlo simulation and identify when probabilistic risk analyses will be run, at minimum:

- For CAPs defined by DOE O 413.3B entitled, *Program and Project Management for the Acquisition of Capital Assets*, the Contractor shall perform an integrated Monte Carlo risk analysis (i.e., schedule, cost, and risk) to establish the CD-2 baseline.

- Probabilistic risk analyses shall be performed to identify the MR recommendation required to adequately address Contractor-controlled risk for each project in the RPIP. These analyses shall be performed when a project enters the three (3) year “rolling-wave” described in Section C entitled, *Performance Management*, and whenever a significant baseline change occurs.

- The process for identifying and handling key project risks.

- The Contractor shall utilize logic-linked schedules compatible for use by DOE in conducting DOE project risk management assessments and analysis. The Contractor’s identified project risks shall be linked to the activities in the schedule.

### 4.11.7.7.11.1.1.1 Risk Register

Risk Register Information is required from contractors, regardless of activity type (Operational Activity or Project). Consistent Risk Information shall be provided to DOE on a quarterly basis in spreadsheet (such as Microsoft® Excel) or database format and shall be reported monthly to DOE with the Project Monthly Performance Report:

- Risk Identification Number;
- Risk Title;
- Risk Description;
- Risk Dates:
  - Identification Date, and
  - Closure Date;
- Risk Type or Grouping (e.g., regulatory, technical, performance, site condition);
- Level 1 WBS;
- Sub-Project or Operational Activity;
- Probability (percentage range and basis);
- Risk Impacts (and basis):
  - Incremental cost, and
  - Schedule (days);
- Key/Critical Risk;
- Status (Open or Closed);
- Basis for Closure;
Realized risk impacts:

- Incremental cost incurred from responding to risk realization, and
- Schedule impact (days) resulting from realization.

Response Type (Accept, Control, Transfer, Avoid, Share, Enhance);

Response Plan/Mitigation;

Risk Owner;

Response Plan/Mitigation Cost and/or Schedule and basis for estimate; and

Risk Triggers.

DOE and OHC staff identified by DOE, shall be invited to participate in construction project overview activities. Construction overview activities include any meeting that discusses significant issues associated with the establishment, development, and/or progress of the construction activities.

Boundaries, Constraints, and Interfaces: None.

Hanford Portfolio Analysis, Project Support and Independent Assessment

Successful execution of the Hanford portfolio analysis, project planning, and independent assessment work scope will directly facilitate DOE’s ability to make informed decisions and ensure cost and schedule efficiency while minimizing programmatic risks, initiating new sub-projects, and providing independent assessment and oversight of the environmental cleanup activities. The Contractor is responsible for assisting DOE in performing Site-wide Portfolio Analysis functions.

Hanford Portfolio Analysis

The desired outcome of the Hanford Portfolio Analysis, Project Support, and Independent Assessment function is to enable DOE to ensure cost and schedule efficiency while adequately anticipating and managing programmatic risk.

Scope and Requirements

This Background

DOE performs oversight and integrated planning of projects within the EM, grouped together into project baseline summaries (PBS).

Each Hanford Site contractor currently maintains its own WBS for execution of the work. Each contractor uses the BMS to record costs and provide reports to DOE either monthly, quarterly or annually by WBS. A DOE scope management system is under development to store and manage changes to the WBS, scope descriptions, assumptions, requirements, completion criteria, constraints, and deliverables. The WBS and WBS dictionary development are at different levels of maturity across the PBSs.

The PBSs are managed using different procedures for scope, cost, and schedule development. The work performed under these PBSs has a combined escalated life cycle total value of approximately $100 billion, with an estimated scheduled end date of 2060. The projects operate within the requirements and guidelines of DOE project management directives, as well as OMB budget and planning-related circulars. Funding for these projects is dependent on a credible Life Cycle Cleanup Program Baseline and the degree to which project execution is successful. The Life Cycle Cleanup Program Baseline also supports acquisition planning and development, long-range planning, environmental liability audits, budget formulation and life cycle reporting. The Hanford Site also requires a Program Integrated Master Schedule (PIMS) consisting of the individual contractor Integrated Master Schedules and DOE’s Cleanup Program Baseline. The PIMS supports rollup of progress from individual contractor baselines to the
Cleanup Program Baseline, evaluation of site-wide performance against cleanup program objectives, and scenario development.

Other pertinent tools that DOE uses include Micro Computer Aided Cost Estimating System Second Generation (MII) Cost Estimating software (a personal desktop software developed for the U.S. Army Corps of Engineers) and the Primavera P6 Scheduling Software (P6).

Overall, this scope is primarily accomplished through integration and critical analysis of DOE and contractor scope, budget, project and program information, and formulating programmatic recommendations to DOE.

**General Scope and Outcome**

The Contractor shall:

- Perform Hanford Site Portfolio Analysis and assessment through integration with OHCs where appropriate.

- Provide simulation and optimizing analysis tools, and coordinate and assist with integrated analysis, scheduling, and performance evaluation. The Contractor shall:

  - Develop a Hanford Site WBS that will be approved by DOE and implemented into the BMS. Specifically, the Contractor shall meet with DOE and develop a Site WBS Plan that meets DOE’s requirements, schedule and approval process. After plan approval by DOE, the Contractor shall create a Hanford Site contractor team consisting of members from OHCs to achieve a Site WBS. The desired outcome is a Hanford Site wide enterprise-level scope management system to control change to the WBS, and produce the WBS Index, WBS Charts, and WBS Dictionaries that define, at a high level, what is to be procured. The Program WBS is used by DOE to develop a Contract WBS to the desired reporting level.

  - Provide a Hanford Site Lifecycle Cleanup Program Baseline with standardized scope, cost, and schedule managed under an integrated scope, cost, and schedule change control process.

  - Provide a PIMS consisting of the individual contractor Integrated Master Schedules and DOE’s Cleanup Program Baseline.

  - Provide an enterprise level cost estimating system that supports the development of Government estimates for Program Baseline development, acquisition, and contract modifications.

  - Provide a scheduling system and ongoing administration of the P6 licenses and databases.

The desired outcome of the Hanford Portfolio Analysis, Project Support, and Independent Assessment function is to enable DOE to ensure cost and schedule efficiency while adequately anticipating and managing programmatic risk.

**Detailed Scope and Requirements**

The Contractor shall:

- Support the DOE budget formulation process (DOE is the lead on this activity, and the Contractor is in a support role only). These activities may include, but are not limited to the following activities: the emerging work items list, helping to develop budget formulation input, maintaining the Integrated
Priority List (IPL), assisting in the fall limited budget update submission, supporting budget scenario development and budget presentations (such as public and regulatory briefings).

- Facilitate the development of a Hanford Site WBS (includes the large prime contracts to DOE) that will be used in the PMBs, Annual IPLs, budget requests, environmental liability report, life cycle cost reports, and integrated into the BMS for reporting and collection of costs. DOE will provide the Contractor direction on which contracts will be included, and DOE will provide OHC direction to provide the information. OHCs directed by DOE will be responsible to provide the Contractor with a WBS that meets their respective contract requirements and strategy.

- Ensure the framework for the Hanford Site WBS meets funding demands, budget requests, and the EM WBS requirements.

- Maintain historical basis and crosswalk of prior contractor’s WBS(s), following implementation of the new Hanford Site WBS.


- Submit to DOE for approval, a Hanford Site WBS down to the control accounts and WBS Dictionaries at the fourth level.

- Develop processes and procedures to manage change to the Hanford Site WBS.

- Support DOE in developing and enhancing the scope descriptions, assumptions, requirements, deliverables, constraints, and completion criteria that comprise the Hanford Site WBS Dictionaries.

- Evaluate and propose new tools or enhance existing tools to manage change to the Hanford Site WBS, and provide DOE the WBS Index, WBS Charts, and WBS Dictionaries.

- Work with the OHCs to develop the Hanford Site WBS and provide to DOE for review and approval. Provide the following products for DOE’s approval in accordance with the schedule below:
  - Draft Hanford Site WBS – 90 days after last contract transition has concluded, unless DOE has provided other direction.
  - Final Hanford Site WBS – 180 days after last contract transition has concluded, unless DOE has provided other direction.
  - Hanford Site WBS IP of WBS – 270 days after last contract transition has concluded, unless DOE has provided other direction.
  - Final Hanford Site WBS package – 360 days after last contract transition has concluded. Final package includes IP, Hanford Site WBS (down to control accounts), WBS Index, WBS Charts, WBS Dictionaries, and Yearly update plan.

- DOE will provide comments and approval 45 days after submittal of each contact deliverable. After the Final Hanford Site WBS package is approved, the Contractor shall ensure implementation of the WBS into the BMS and issue reports no later than two (2) years after the last contract transition.
Hanford Life Cycle Cleanup Baseline

The Contractor shall:

- Develop and maintain a Hanford Life Cycle Cleanup Baseline that:
  - Integrates the baselines and life cycle plans of the Contractor, and OHCs performing EM work and DOE direct-funded activities;
  - Identifies applicable regulatory requirements and current cleanup objectives;
  - Identifies Sitewide issues with schedule logic, integration, waste flow disposition pathways and planned sequencing, and provides recommendations for optimization;
  - Identifies and quantifies program risks in a Programmatic Risk Management Plan; and,
  - Reflects waste disposition strategies and regulatory pathways including TPA, RCRA, CERCLA, AOP, National Pollutant Discharge Elimination System, ESA, NHPA, Archaeological Resources Protection Act of 1979 (ARPA), National Environmental Policy Act of 1969 (NEPA), Natural resource damage assessment (NRDA, Toxic Substances Control Act), TSCA, and Superfund Amendments and Reauthorization Act of 1986 that must be negotiated and approved in advance to support future acquisitions and incorporates approved baseline changes into the Plan.

- Develop an integrated scope, cost, and schedule change control system for maintaining the Program Baseline and provide DOE the following:
  - Program Baseline Integrated Change Control System Description;
  - Change Control Process;
  - Configuration Control Board Charter; and
  - Program Baseline standards for scope, cost, and schedule.

- Maintain the Change Control Log.

As requested, the Contractor shall:

- Evaluate project and program performance against the Hanford Life Cycle Cleanup Program Baseline. For the purpose of identifying cost and schedule impacts and providing accurate status against the integrated life cycle cleanup plan, determine the effects of:
  - Individual contractors’ performance against the respective contract baselines;
  - DOE project performance against the DOE project baselines;
  - DOE program performance against the DOE Integrated Planning, Accountability, and Budgeting System baseline; and
  - Individual contractor and Sitewide performance to regulatory requirements and milestones.

- Identify performance issues with respect to schedule logic, integration, waste flow disposition pathways planned sequencing, milestones, interface points, regulatory commitments, risk mitigation, and incentives, and provide recommendations for optimization.
• Compile performance reports accompanied by critical analyses and recommendations to DOE.

• Develop and maintain the PIMS in accordance with the NDIA PASEGNational Defense Industrial Association Planning & Scheduling Excellence Guide that consists of the individual contractor integrated master schedules and DOE’s Cleanup Program Baseline. The PIMS supports rollup of progress from individual contractor baselines to the Hanford Life Cycle Cleanup Program Baseline, evaluation of site-wide performance against cleanup program objectives, and scenario development.

• Develop and maintain a PIMS Supplemental Guidance document that clarifies and specifies the uniqueness of the program approach at Hanford.

Other Analyses, as requested (funded on an as-needed basis via Portfolio Analysis task orders)

• Perform mission needs analysis and identify strategic or project integration gaps in mission execution capabilities, as requested. Ensure this analysis is fully integrated with other Hanford Site specific plans (e.g., ISAPInfrastructure and Services Alignment Plan, DOE Ten Year Plan).

• Identify approaches to reconcile TPA requirements with Congressional funding levels and the current and projected performance, as requested.

• Develop presentations and reports, including year-year end and quarterly SitewideQuarterly Site-wide Progress Reports for DOE-HQ and the public, and a year-end summary and quarterly updates for Sitewide attributes of the (DOE) corporate performance measures, and Site Plans, as requested by DOE.

• Support DOE in the preparation and submission of documents requesting regulatory and stakeholder approval (e.g., EVMS certifications; Evaluations of contractors’ estimates, scope, cost and schedules; Requests for Equitable Adjustments and BCRsbaseline change requests).

• Evaluate and respond to externally-proposed or required changes in technical scope, schedule, regulatory or budget requirements.

• Maintain the P6 scheduling tool and administer the P6 licenses and databases.

• Perform risk analysis to identify possible risk mitigation actions and to determine the TPCtotal project cost and schedule end date for CAPcapital asset project performance baselines.

• Develop risk management plans.

Boundaries, Constraints, and Interfaces

Boundaries and Constraints:

• Supports the optimization of cleanup planning to DOE-defined criteria as part of the annual budget planning and funding decision-making process, via tools such as the IPL, integrated, cross-cutting analysis of mission contractors’ baselines, opportunities, and risks.

• Under Portfolio Analysis, Other Analysis (as requested), these functions are conducted on an as-needed basis via Portfolio Analysis task orders. This service capability may not need to be sustained on a continuous basis. It is not expected the resources necessary to execute these functions will be retained as a permanent operating capability; rather, resources will be obtained when DOE identifies a need and funding is available.

Interfaces: None.
C.4.11.8.3C.4.12.7.3 Project Support

Background

The project acquisition and support function includes project initiation, design, construction, and/or procurement services. These service capabilities are intended to enable DOE to separately accomplish its responsibilities in delivering new projects. Because the nature of this type of work is cyclical, these services will be funded on an as-needed basis. It is not expected that the resources necessary to execute these functions will be retained as a permanent operating capability; rather, they will be obtained when DOE identifies a need and funds are available.

General Scope and Outcome

The Contractor shall provide the means to enable DOE to perform its project management responsibilities, in the areas of project planning, acquisition, and execution.

The desired outcome is dependent upon the end product required, such as a fully developed and awarded project contract, or a complete project, from initiation to turnkey delivery. The result is a flexible acquisition capability that yields well-conceived, technically sound, and successfully executed projects. Timely access to highly competent and capable specialists that can perform this work is imperative.

Detailed Scope and Requirements

The Contractor shall provide the means to enable DOE to perform its project management responsibilities, in the areas of project planning, acquisition, and execution.

The Contractor shall, as requested, on a Portfolio Analysis task-order basis, perform project support functions in the areas of project planning, acquisition, and execution, such as, but not limited to, preparing draft CD packages required by CRD O 413.3B, Program and Project Management for the Acquisition of Capital Assets, perform engineering study and analyses, conduct acquisition planning, develop independent cost estimates, conduct design reviews, provide engineering during construction and construction management, perform acceptance inspection.

Boundaries, Constraints, and Interfaces

Boundaries and Constraints:

Project Support functions are conducted on an as-needed basis through Portfolio Analysis task orders. This service capability may not need to be sustained on a continuous basis. It is not expected the resources necessary to execute these functions will be retained as a permanent operating capability; rather, resources will be obtained when DOE identifies a need and funding is available.

Interfaces: None.

C.4.11.8.4C.4.12.7.4 Independent Assessment

Background

Given the ongoing need for enhanced credibility and specialized expertise, there is a need for independent assessments, verifications, and/or analyses to be performed on projects and mission-related work.

General Scope and Outcome

The Contractor shall provide a capability for ensuring that work is accomplished in accordance with ESH&Q requirements, to perform special DOE studies, and obtain recommendations on an as needed basis to resolve technical and regulatory issues. It is not expected that the resources necessary to execute
these functions will be retained as a permanent operating capability; rather, they will be obtained when DOE identifies a need and funds are available.

The desired outcome is timely access to highly competent and capable specialists that are able to conduct thorough analyses and verification of project or mission-related work requirements, and provide sound recommendations for project and/or contractor improvements.

**Detailed Scope and Requirements**

The Contractor shall:

- Provide a capability for ensuring that work is accomplished in accordance with ESH&Q requirements, to perform special DOE studies, and obtain recommendations on an as-needed basis to resolve technical and regulatory issues. It is not expected the resources necessary to execute these functions will be retained as a permanent operating capability; rather, they will be obtained when DOE identifies a need and funds are available.

- Provide specialty technical expertise, on a Portfolio Analysis task-order basis, for areas such as, but not limited to, value engineering studies, project management, project controls, cost estimating and scheduling, ESH&Q compliance, verification of cleanup, and radiological clearance.

- Provide technical support services (e.g., collection and analysis of field samples), as needed for the verification of compliance with specified ESH&Q requirements.

**Boundaries, Constraints, and Interfaces**

Boundaries and Constraints:

- Other than internal standard business process (self) assessments that the Contractor performs of itself, the Contractor will not be tasked to perform “independent” assessments of the Contractor, as these will be performed by a third party.

- Independent assessment functions are conducted on an as-needed basis through Portfolio Analysis task orders. This service capability may not need to be sustained on a continuous basis. It is not expected the resources necessary to execute these functions will be retained as a permanent operating capability; rather, resources will be obtained when DOE identifies a need and funding is available.

Interfaces: None.

**C.4.11.8.5C.4.12.7.5 Outgoing Contract Transition**

At the completion of the Contract, or portion(s) of the Contract, the Contractor shall cooperate with DOE and assist the incoming contractor(s) to facilitate an overall effective and seamless Contract transition. The desired outcome is a smooth transition of work scope from the Contractor to other contractors to avoid disruptions that could impact accomplishing the Hanford Site mission.

The Contractor shall perform the following activities for transition resulting from the Contractor transferring responsibility for performing work scope to another contractor:

- Ensure that property, Government property, and Government-furnished property associated with the scope of work being transferred is accounted for, with its current condition documented. Provide DOE the results to DO in a comprehensive property list.
Assess the current conditions of elements of the PWS associated with the scope of work being transferred and provide DOE with a report presenting this assessment.

Coordinate with the contractor assuming responsibility for performance of work in transference of workforce, subcontracts, property, programmatic and management system functions.

Support DOE in conducting a safe, effective, and efficient transfer of responsibility for execution of the work scope, resulting in the different contractor assuming full responsibility for the project and workforce with no disruption to ongoing operations.

Support the transfer agreement to the incoming contractor.

**CLINs 0005, 1005, 2005 – DOE Small Business Procurement Pre-Award Support**

**C.5 DOE Small Business Procurement Pre-Award Support**

DOE plans to set aside meaningful work (as defined in the H Clause entitled, Subcontracted Work) that shall be awarded to small businesses as prime contracts to DOE beginning in year two (2) of the Contractor’s performance. The terms for these small business contracts are anticipated to be a five (5) year period of performance. These contracts should be Fixed-Price, unless other contract types can be justified as best value for the Government, and should consider the appropriateness of an Indefinite Delivery/Indefinite Quantity (IDIQ) arrangement to adapt to funding fluctuations and changing priorities. DOE may request the Contractor to identify additional scope for awards to small businesses as direct contracts to DOE throughout the term of the Contract Contractor.

The desired outcome includes an approved Small Business Prime Contract Acquisition Plan, an approved Small Business Procurement Support to DOE model, and DOE awards of a set of prime contracts to small businesses.

**Key Customer**

**DOE**

The Contractor shall perform the following activities for transition resulting from the Contractor transferring responsibility for performance of work to another contractor:

- Ensure property associated with the scope of work being transferred is accounted for with its current condition documented. Provide DOE the results of this in a comprehensive property list.

- Assess the current conditions of elements of the PWS associated with the scope of work being transferred and provide DOE with a report presenting this assessment.

- Coordinate with the Contractor assuming responsibility for performance of work in transference of workforce, subcontracts, property, programmatic, and management system functions.

- Support DOE in conducting a safe, effective and efficient transfer of responsibility for execution of the work scope, resulting in the different contractor assuming full responsibility for the project and workforce with no disruption to ongoing operations.

**Key Customer**

**DOE**
General Scope and Requirements

Outcome

In year one (1) of Contract performance, unless otherwise directed by the DOE CO, the Contractor shall identify meaningful work, (as defined in the H Clause entitled, Subcontracted Work), from the HMESC PWS, that shall be awarded to small businesses as prime contracts to DOE. The Contractor shall submit a Small Business Prime Contract Acquisition Plan for DOE approval that provides a description of the meaningful work scopes (as defined in Section H entitled, Subcontracted Work) to be awarded as small business prime contracts to DOE with an estimated total value of $55 million annually, to include anticipated contract types, terms, estimated contract value by year for each small business prime contract, schedule and other applicable details required per FAR 7.105, Contents of written acquisition plans, for DOE to award the contracts. The Contractor shall develop a Small Business Procurement Support to DOE model for DOE approval in year (1) one of Contract performance that clearly delineates the Contractor’s roles and responsibilities and the communication approach with DOE officials in each of the phases of acquisition and contract administration. This business model shall be consistent with the requirements in the Competition in Contracting Act of 1984, FAR, DEAR, DOE Acquisition Guide, applicable Acquisition Letters (AL), and other applicable regulations and DOE Orders. Under this approach, the Contractor shall provide professional, paraprofessional, and clerical services to DOE for pre-award, data verification and data entry.

The desired outcome includes an approved Small Business Prime Contract Acquisition Plan, an approved Small Business Procurement Support to DOE model, and DOE awards of a set of prime contracts to small business concerns.

Detailed Scope and Requirements

Specific scope and requirements associated with the pre-award and award shall include, but are not limited to, the following.

The Contractor shall:

- Perform the procurement process leading up to DOE awarding the identified scope elements to small businesses in a timely and efficient manner.

- Draft solicitations with appropriate federal requirements.

- Collaborate with DOE to ensure required documentation (e.g., specifications/description, brand name/sole source) is received and acceptable for procurement actions.

- Work closely with the DOE CO(s) and designee(s) to ensure the procurements are prepared and executed in a manner that accurately represents the Government’s needs and is in the Government’s best interest.

- Submit to the DOE CO(s), or designee(s), required documentation for signature prior to proceeding to the next procurement phase (e.g., acquisition planning, solicitations).

- Submit a completed award/modification and accompanying files to the DOE CO(s), or designee(s), for execution.

Boundaries, Constraints, and Interfaces

Boundaries, Constraints:

Contractor’s assistance to DOE with the pre-award functions shall be on a non-inherently governmental function basis in accordance with FAR 7.5, Inherently Governmental Functions. DOE AL 2015-07,
Performance of Inherently Governmental and Critical Functions, and Office of Federal Procurement Policy (OFPP) Letter 11-01, Performance of Inherently Governmental and Critical Functions, are included in Section J Attachment entitled J-2, Requirement Sources and Implementing Documents, as guides.

The contractor shall as appropriate in accordance with the above stated requirements:

- Assist DOE in performing appropriate aspects of the procurement process leading up to DOE awarding the identified scope elements to small businesses in a timely and efficient manner.
- Assist DOE in drafting appropriate portions of solicitations with appropriate federal requirements.

Assist and collaborate Interfaces: None.

- Work closely with and assist the DOE CO(s) and designee(s) to ensure the procurements are prepared and executed in a manner that accurately represents the government’s needs and is in the government’s best interest.

Boundaries, Constraints, and Interfaces

Boundaries, Constraints and Interfaces: None

C.6 Usage-Based Services to Be Provided to Other Hanford Contractors

The contractor shall provide the services identified in Section J, Attachment J-3.a, Hanford Site Services and Interface Requirements Matrix (Interface Requirements Matrix), after completion of contract transition, until directed by the DOE CO to execute to the Section J, Attachment J-3, future Hanford Site Services Interface Requirements Matrix (J-3.b). The Interface Requirements Matrix identifies the service type “Service Type” as either “mandatory” or “optional” for use by Hanford Site customers, including DOE and/or OHCs and their subcontractors. Changes to the Matrix shall be signed, showing concurrence, by the contractor and OHCs. UBS are a pass-through cost for the OHCs; the accounting for the obligation of DOE funds and cost reimbursement for UBS is described in Section B entitled, Supplies or Services and Prices/Costs, under the UBS To Be Provided to OHCs CLINS.

C.7 Infrastructure Reliability Projects

The contractor shall develop an RPIP, as a subset of the IIP as described in Section C4.11.7 entitled, Project Management. The RPIP is work related to updating, upgrading or replacing elements of the fixed infrastructure and removing and/or dispositioning newly abandoned or replaced systems. The management of the RPIP shall be performed under Section C 4.11.7. A list of the Infrastructure Reliability Projects resulting from the RPIP is included in Section J, Attachment J-15, Project Management. As funds become available and the need for these projects arise, DOE will issue
task orders under the ID/IQ CLINs 0007, 1007, 2007 as stated in Section B.2, Type of Contract. The list of projects will be updated as the RPIP changes.

**CLINs 0008, 1008, 2008 – DOE Small Business Procurement Post-Award Support and Other Directed Work Scope Additional Assignments**

**C.8 DOE Small Business Procurement Post-Award Support and Other Directed Work Scope Additional Assignments**

The small business procurement post-award support and other DOE directed work scope (DDWS) activities provides support to DOE and/or other entities. As funds become available and the need for these activities arise, DOE will authorize work via task order or task order modification under the IDIQ CLINs 0008, 1008, and 2008. These authorizations will vary in form and format depending on the nature of the work and the sponsoring entity. The work authorizations will identify scope, cost, schedule, fee, and funding arrangement.

**C.8.1 DOE Small Business Procurement Post-Award Support**

**Key Customer**

- DOE

**Background**

The work scope is for the Contractor to provide DOE support in the contract administration functions of the small business contracts awarded under CLINs 0005, 1005, 2005. DOE will issue task orders under the ID/IQ CLINs 0008, 1008, and 2008 as stated in Section B.2, Type of Contract for these contract administration functions.

**Key Customer**

- DOE

**General Scope and Outcome**

In year two of contract performance, unless otherwise directed by the DOE CO, the Contractor shall provide contract administration support to DOE for the awarded small business DOE prime contracts. There may be additional assignments in accordance with the PWS within this CLIN.

The desired outcome is a smooth implementation of the DOE approved Small Business Procurement Support to DOE model that is compliant with the applicable regulations and DOE Orders and ALs.

**Detailed Scope and Requirements**

In year two (2) of Contract performance, unless otherwise directed by the DOE CO, the Contractor shall provide contract administration support to DOE for the awarded small business DOE prime contracts.

The Contractor shall:

- Monitor awards DOE made to ensure products/services are provided in accordance with the Contract terms and conditions, and/or assist with modifications of the resulting contracts.
• Document contacts made with small businesses in efforts to resolve delinquency, to include but not limited to, the date, time, contacts, and content of conversation.

• Timely communicate with the DOE CO(s), CORs, or designee(s) issues or potential issues with the small business contractors’ performance and make recommendations to DOE on means for resolutions.

• Review small businesses’ invoices for completeness, accuracy, and compliance with contract requirements.

• Make recommendations to the DOE CO(s), CORs, and designee(s) for invoice payment or corrective actions.

• Coordinate and document past performance evaluations on awards and actions greater than $150,000 for review by the DOE CO(s), CORs, and designee(s).

• Perform actions to support DOE in closing out expired small business contracts in accordance with DOE procedures and as directed by the DOE CO(s).

C.8.2 Other Directed Work Scope

Other DDWS is comprised of additional UBS activities that are provided by the Contractor, upon request, to sponsoring entities. These sponsors include DOE elements and other non-DOE sponsoring entities from federal, state, and local governments and agencies.

The desired outcome is a DDWS that is rigorous, but flexible, management process that maintains scope, cost, schedule, and funds control, regardless of sponsor requirements.

Key Customers

• DOE
• Other entities

Scope and Requirements

Multiple entities, both internal and external to DOE, may acquire services through this contract. Each acquiring entity has unique needs, and unique funding processes and accounting systems.

Entities acquiring DDWS may include, but are not limited to:

• DOE;
• PNNL;
• USFWS;
• DOT;
• Washington State National Guard Bureau;
• Energy Northwest; and
• Local and regional police and emergency response departments.

Authorization for DDWS may be in different forms and/or formats and include, but are not limited to, CO written direction (i.e., RFS), purchase orders and other similar mechanisms. Regardless of form or format, each authorization shall include:

• Title and description of the work, including the technical approach;
Cost estimate broken down by type of cost—labor, material, subcontracts, or other (including fee, if eligible);

Period of performance with schedule or plan of action with milestones;

Funds management information, such as DOE accounting flex filed information, bank routing and account numbers; and

Approvals of the sponsoring agency, Contractor, and CO.

The Contractor shall:

- Maintain a DDWS log of authorized work and update the log monthly. The log shall be available electronically to DOE staff. The log shall include the following information:
  - Activity title/description;
  - WBS number assigned to the activity;
  - Cost Account Charge Number assigned to the activity;
  - Cost Account Planning Number assigned to the activity;
  - PBS number funding the activity, if it is EM funded, otherwise the RFS, Purchase Order, or other sponsor-supplied identifier;
  - DOE Program Code, Project Code, and Local Use Code, if DOE funded;
  - Prior year uncosted funds if the task is ongoing;
  - Current fiscal year new budget authority;
  - Total available funding through the reporting period;
  - Authorized value of the activity;
  - Authorized fee for the activity;
  - Actual costs through the reporting period;
  - Remaining authorization ceiling (authorized value less actuals); and
  - Remaining funding (available funds less actuals).

- Perform the authorized work in accordance with the defined scope, cost, and schedule parameters identified in the work authorization documents.

- Review performance monthly with DOE for completeness, accuracy, and compliance with Contract requirements.

- Perform actions to support DOE in closing expired work authorizations.

Boundaries, Constraints, and Interfaces

Boundaries and Constraints: Contractor’s assistance to DOE with the post-award functions shall be on a non-inherently governmental function basis in accordance with FAR 7.5, Inherently Governmental Functions. DOE AL 2015-07, Performance of Inherently Governmental and Critical Functions, and

Interfaces: None.
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Part I – The Schedule

Section D

Packaging and Marking
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## Contents

D.1  DOE-D-2001 Packaging and Marking (Oct 2014)

D.2  Security Requirements
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D.1 DOE-D-2001 Packaging and Marking (Oct 2014)

(a) Preservation, packaging and packing for shipment, and mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s), including electronic means.

(b) Each package, report, or other deliverable shall be accompanied by a letter or other document which:

1. Identifies the contract by number pursuant to which the item is being delivered;

2. Identifies the deliverable item number or report requirement which requires the delivered item; and

3. Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(c) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required by paragraph (b) shall be simultaneously delivered to the office administering this contract, as identified in Section G of the contract, or if none, to the Contracting Officer.

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 safeguards and security directives.
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Part I – The Schedule

Section E

Inspection and Acceptance
Contents

E.1 FAR 52.246-3, Inspection of Supplies – Cost-Reimbursement (May 2001) ......................... E-1
E.2 FAR 52.246-5, Inspection of Services – Cost Reimbursement (Apr 1984) ....................... E-2
E.3 FAR 52.246-11, Higher-Level Contract Quality Requirement (Dec 2014) ..................... E-3
E.4 DOE-E-2001 Inspection and Acceptance (Oct 2014) ..................................................... E-4
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E.1 FAR 52.246-3, Inspection of Supplies – Cost-Reimbursement (May 2001)

(a) Definitions. As used in this clause:

“Contractor’s managerial personnel” means any of the Contractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of:

(1) All or substantially all of the Contractor’s business;

(2) All or substantially all of the Contractor’s operation at a plant or separate location where the Contract is being performed; or

(3) A separate and complete major industrial operation connected with performing this Contract.

“Supplies” include but is not limited to raw materials, components, intermediate assemblies, end products, lots of supplies, and, when the Contract does not include the Warranty of Data clause, data.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies, fabricating methods, and special tooling under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during Contract performance and for as long afterwards as the Contract requires.

(c) The Government has the right to inspect and test the Contract supplies, to the extent practicable at all places and times, including the period of manufacture, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in the Contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the Contract, the Government shall accept supplies as promptly as practicable after delivery, and supplies shall be deemed accepted 60 days after delivery, unless accepted earlier.

(f) At any time during Contract performance, but no later than six (6) months (or such other time as may be specified in the Contract) after acceptance of the supplies to be delivered under the Contract, the Government may require the Contractor to replace or correct any supplies that are nonconforming at time of delivery. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with Contract requirements. Except as otherwise provided in paragraph (h) of this clause, the cost of replacement or correction shall be included in allowable cost, determined as provided in the Allowable Cost and Payment clause, but no additional fee shall be paid. The Contractor shall not tender for acceptance supplies required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may:

(i) By Contract or otherwise, perform the replacement or correction and charge to the Contractor any increased cost or make an equitable reduction in any fixed-fee paid or payable under the Contract;
(ii) Require delivery of undelivered supplies at an equitable reduction in any fixed-fee paid or payable under the Contract; or

(iii) Terminate the Contract for default.

(2) Failure to agree on the amount of increased cost to be charged to the Contractor or to the reduction in the fixed fee shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) of this clause, the Government may, at any time, require the Contractor to correct or replace, without cost to the Government, nonconforming supplies, if the non-conformances are due to:

(1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor’s managerial personnel; or

(2) The conduct of one or more of the Contractor’s employees selected or retained by the Contractor after any of the Contractor’s managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner to corrected or replacement supplies as to supplies originally delivered.

(j) The Contractor shall have no obligation or liability under this Contract to replace supplies that were nonconforming at the time of delivery, except as provided in this clause or as may be otherwise provided in the Contract.

(k) Except as otherwise specified in the Contract, the Contractor’s obligation to correct or replace Government furnished property shall be governed by the clause pertaining to Government property.

E.2 FAR 52.246-5, Inspection of Services – Cost Reimbursement (Apr 1984)

(a) Definition. “Services,” as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during Contract performance and for as long afterwards as the Contract requires.

(c) The Government has the right to inspect and test all services called for by the Contract, to the extent practicable, at all places and times during the term of the Contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with Contract requirements, the Government may require the Contractor to perform the services again in conformity with Contract requirements, for no additional fee. When the defects in services cannot be corrected by re-performance, the Government may:

(1) Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

(2) Reduce any fee payable under the Contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with Contract requirements, the Government may:
(1) By Contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or

(2) Terminate the Contract for default.

E.3 FAR 52.246-11, Higher-Level Contract Quality Requirement (Dec 2014)

(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 (CAS) 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 performance meets the applicable requirements for environment, safety and health, including 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, Change 1 and 10 CFR 830, Subpart A are satisfied. The Contractor shall use voluntary consensus standards in the development and implementation of the 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 of facilities and other risks. The basis of the graded approach utilized shall be documented, and submitted to 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 Critical Decision 1 (CD-1) use ASME NQA-1-2008 with the NQA-1a-2009 addenda (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) American Society of Mechanical Engineers [ASME] NQA 1-2008 with the 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) ANSI/ISO/ASQ Q9001-2008 (or later edition), Quality Management System: Requirements; and


The Contractor shall implement American Society of Mechanical Engineers (ASME) standard, NQA-1-2008, Quality Assurance Requirements for Nuclear Facility Applications, and addenda through 2009 (NQA-1-2008/2009a) to comply with EM-QA-001 for nuclear facilities or work. This requirement includes implementing NQA-1-2008/2009a Introduction; Part I; and Part II applying a Graded Approach in accordance with Attachment D of EM-QA-001 when appropriate. NQA-1-2008/2009a Parts III and IV are to be used as input to, and guidance for, developing the Contractor's Quality Assurance Program and implementing procedures. The Contractor may also use this consensus standard for non-nuclear facilities or work.

The Contractor may use a consensus standard other than NQA-1-2008/2009a to comply with EM-QA-001 for nonnuclear facilities or work, but the Contractor must provide a risk-informed evaluation as required by Attachment B of EM-QA-001 and obtain approval by DOE in accordance with EM-QA-001 prior to conducting DOE Office of Environmental Management (EM) work under the alternate standard.

EM-QA-001/R1, EM Quality Assurance Program (QAP), and DOE O 414.1D, Quality Assurance.

(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, as follows:

1. Any In any subcontract for critical and complex items (see FAR 46.203(b) and (c));
2. When the technical requirements of a subcontract include:
   (i) Control of such things as design, work operations, in-process control, testing, and inspection;
   (ii) Attention to such factors as organization, planning, work instruction, documentation control, and advanced metrology.

E.4 DOE-E-2001 Inspection and Acceptance (Oct 2014)

Inspection and acceptance of all items under this Contract shall be accomplished by the Contracting Officer in accordance with the clause entitled FAR 52.246-3, Inspection of Supplies – Cost-Reimbursement (May 2001), 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.
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Part I – The Schedule

Section F

Deliveries or Performance
Contents

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F.3 DOE-F-2003 Period of Performance – Alternate I and Alternate II (Oct 2014)............... F-1
F.4 DOE-F-2007 Delivery of Limited Rights Data (Oct 2014)...................................................... F-3
F.5 DOE-F-2008 Delivery of Restricted Computer Software (Oct 2014)................................. F-3
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(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if:

(1) The stop-work order results in an increase in the time required for, or in the Contractor’s cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.2 DOE-F-2002 Place of Performance – Services (Oct 2014)

The principal place of performance of this Contract shall be the United States Department of Energy Hanford Site, near Richland, Washington, and other facilities as directed by the Contracting Officer.

F.3 DOE-F-2003 Period of Performance – Alternate I and Alternate II (Oct 2014) (Revised)

(a) Definitions,

(1) “Contract Award Date” means the date the contract is signed by the Contracting Officer (CO), noted in Block 28 of the Standard Form 33, Solicitation, Offer and Award.

(2) “Contract Transition Period” means the 120 day transition.

(3) “Notice to Proceed (NTP)” means the authorization issued by the CO to start performance on this Contract.
The Contractor shall commence performance of this contract in accordance with the contract terms and conditions on the date the Notice to Proceed (NTP) is issued for the 120-day Transition Period, and then continue through the end of the Base Period for a total of five (5) years. DOE may delay issuing NTP after contract award for up to six (6) months. The five (5)-year Base Period includes the 120-day Transition Period. Periods of performance for Contract Line Item Numbers (CLIN) will be accomplished in accordance with the schedule below:

<table>
<thead>
<tr>
<th>Period</th>
<th>Start</th>
<th>End</th>
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<tbody>
<tr>
<td><strong>Transition Period and Base Period CLINs (5 years Including CLIN (120 day Transition days)</strong></td>
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<tr>
<td>Transition CLIN (120 days)</td>
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<td>TBD</td>
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<tr>
<td>Base Period Excluding Transition Period CLIN CLINs (4 years and 8 months)</td>
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<td>TBD</td>
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<tr>
<td><strong>Option Period CLINs</strong></td>
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<tr>
<td>Option Period 1 CLINs (3 years)</td>
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<td>TBD</td>
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<tr>
<td>Option Period 2 CLINs (2 years)</td>
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**CLIN = Contract Line Item Number**
(b) The period of performance of this contract may be extended pursuant to unilateral options or other clauses that provide for the extension of the Contract. In the event that the Government elects to exercise its right pursuant to such options(s) or other clauses, the period of performance shall be revised to reflect such extensions.

F.4 DOE-F-2007 Delivery of Limited Rights Data (Oct 2014)

(a) Delivery of limited rights data. The Contractor shall, at the option of the Contracting Officer, be required to deliver any limited rights data used in the performance of this contract. Such data shall be subject to the provisions of FAR 52.227-14, Rights in Data-General, paragraph (g), Protection of limited rights data and restricted computer software, with Alternatives II and V, which are incorporated into this contract.

(b) The limited rights data subject to FAR 52.227-14, Rights in Data-General, are listed below. This listing of limited rights data, which are asserted by the Contractor to be limited rights data, does not constitute an admission by the Government that the data is in fact limited rights data.

[Contractor to identify specific data asserted to be limited rights data if not included in an attachment]

If a patent is issued by the United States Patent and Trademark Office (U.S. PTO) or by the patent office of any foreign country, based on any information asserted to be limited rights data, the Government will no longer treat any data contained in such issued patent as limited rights data. In addition, if any information asserted to be limited rights data results in or becomes a Subject Invention, as that term is defined in the patent rights clause of this agreement, the Government will only treat such data as limited rights data until the Contractor has filed its initial patent application.

(c) The Contractor shall not introduce or utilize any limited rights data not identified in (b) above without advance written notification to the Contracting Officer.

(d) Notwithstanding any other provision of this contract, the following data shall be delivered to the Government with unlimited rights:

[Contracting Officer to specify what data are to be delivered to the Government with unlimited rights]

F.5 DOE-F-2008 Delivery of Restricted Computer Software (Oct 2014)

(a) Delivery of restricted computer software. The Contractor shall, at the option of the Contracting Officer, be required to deliver any restricted computer software used in the performance of this contract. Such restricted computer software shall be subject to the provisions of FAR 52.227-14, Rights in Data-General, paragraph (g), Protection of limited rights data and restricted computer software, with Alternatives III and V, which are incorporated into this contract.

(b) The restricted computer software subject to FAR 52.227-14, Rights in Data-General, are listed below. This listing of restricted computer software, which is asserted by the Contractor to be restricted computer software, does not constitute an admission by the Government that the data is in fact restricted computer software.

[Contractor to identify and certify specific data asserted to be restricted computer software, if not included in an attachment]

If a patent is issued by the U.S. PTO or the patent office of any foreign country, based on any information asserted to be restricted computer software, the Government will no longer treat any data
contained in such issued patent as restricted computer software. In addition, if any information asserted to be restricted computer software results in or becomes a Subject Invention, as that term is defined in the patent rights clause of this agreement, the Government will only treat such data as restricted computer software until the Contractor has filed its initial patent application.

(c) The Contractor shall not introduce or utilize any restricted computer software not identified in (b) above without advance written notification to the Contracting Officer.

(d) Notwithstanding any other provision of this contract, the following data shall be delivered to the Government with unlimited rights:

[Contracting Officer to specify what data are to be delivered to the Government with unlimited rights]
Part I – The Schedule

Section G

Contract Administration Data
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G.1 DOE-G-2001 Contracting Officer Authority (Oct 2014) (Revised)

The Contracting Officer (CO) is responsible for administration of the Contract. The CO may appoint a Contracting Officer’s Representative (COR), in accordance with the clause entitled, Contracting Officer’s Representative, to perform specifically delegated functions. The CO 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, scope, schedule, delivery, 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 entitled, Technical Direction, the CO shall designate in writing a 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 CO.

G.3 DOE-G-2003 Contractor’s Program Manager (Oct 2014)

(a) The Contractor shall designate a Program Manager who will be the Contractor’s authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall be the primary point of contact between the Contractor and the COR under this Contract.
(b) The Program 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 COR for this contract, and a copy of any such correspondence shall be sent to the U.S. Department of Energy (DOE) CO. As used herein, technical correspondence does not include correspondence where patent or rights in data issues are involved, nor technical correspondence that 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. A copy of such correspondence shall also be provided to the Contracting Officer.

(2) If no Government Contract Administration Office is designated on Standard Form 33 (Block 24), 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 also 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 Contracting Officer and the COR.

(c) Information regarding correspondence addresses and contact information will be provided through official correspondence:

(1) Contract Specialist:
   - U.S. Department of Energy
     Office of Environmental Management – Richland Operations Office
   - Telephone number: To be provided
   - Address:
     
     Richland Operations Office
     2420 Stevens Center Place
     Richland, Washington 99354
   - Email address: To be provided

(2) Administrative Contracting Officer:
   - U.S. Department of Energy
     Office of Environmental Management – Richland Operations Office
     Attn: To be provided
   - Telephone number: To be provided
   - Address:
     
     Richland Operations Office
     2420 Stevens Center Place
     Richland, Washington 99354
   - Email address: To be provided

(3) Address:
   - Richland Operations Office
     PO Box 550
     Richland, Washington 99354
   - Email address: To be provided
(2) Contracting Officer’s Representative

(A) U.S. Department of Energy
Richland Operations Office
Attn: To be provided

(B) Telephone number: To be provided

(C) Address:
Richland Operations Office
PO Box 550
2420 Stevens Center Place
Richland, Washington 99354

(D) Email address: To be provided

(3) Intellectual Property Counsel

(A) Patent Attorney
Intellectual Property Law Division of the Office of Chief Counsel

(B) Telephone number: To be provided

(C) Address: U.S. Department of Energy
Lawrence Berkeley National Laboratory
1 Cyclotron Road Mailstop 90R1023
Berkeley, CA 94720

(D) Email address: To be provided

(4) Government Contract Administration Office

(A) U.S. Department of Energy
Richland Operations Office
Attn: To be provided

(B) Telephone number: To be provided

(C) Mailing address:
Richland Operations Office
PO Box 550
2420 Stevens Center Place
Richland, Washington 99354

(D) Email address: To be provided

Richland, Washington 99354

(D) Email address: To be provided
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 Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation, and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at https://vipers.doe.gov.

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

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

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

   (A) Statement of Cost must be completed and consistent with data in 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.

   (G) Costs claimed must be summarized and broken out by cost element (e.g., Labor, Subcontracts, Other Direct Costs, etc.).

   (H) Statement of Cost must show total amounts by current billing period, fiscal year to-date, and cumulative contract-to-date to facilitate reconciliation of invoiced costs.

   (I) Statement of Cost must include a summary of costs by DOE Program Code, Object Class, Strategic Partnership Project (formerly known as Work for Others), Local Use number, and any other applicable/necessary funding source or accounting information.

   (J) Detailed invoice transactions must be provided in Microsoft Excel® format as a supplemental file including labor hours from the timekeeping system, purchase card transactions, subcontract costs, etc. The detailed invoice transaction data in Excel® format shall include sufficient data fields and detail as deemed necessary by DOE to enable sorting, analyzing, and testing of invoiced costs.
(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 Contracting Officer, Administrative Contracting Officer, 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.

G.6 DOE-G-2007 Contractor Performance Assessment Reporting (Oct 2014) (Revised)

(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). The 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. 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: (i) Technical (e.g., quality of product or service), (ii) Cost control (not applicable for firm-fixed-price or fixed-price with economic price adjustment arrangements), (iii) Schedule/timeliness, (iv) Management or (2) Schedule, (3) Business relations, (v) Small/Small business subcontractors when 19.702(a) requires a subcontracting plan (as applicable, see Table 42-2), (vi) Other (as applicable), (4) Business management/key personnel, and (5) Business management. 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 adhere to the process and associated timeline found in the current version of the User Manual for CPARS, respond to such requests within fourteen (14) calendar days of the request.

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

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

G.7 DOE-G-2008 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.

G.8 Correspondence, Reports, and Deliverables

The following requirements apply to submission of all correspondence, reports, and data deliverables:

a) The Contractor shall ensure that all correspondence, reports, and data deliverables are as follows:
   1. Legible and sequentially numbered; and
   2. Written in clear, concise English.

b) The Contractor shall prepare transmittals as follows:
   1. Title page or cover sheet that identifies the Contract by number, author, deliverable(s) (including deliverable item number of report requirement), and date; and
   2. Text standard 8 1/2 x 11 inch letter size paper (one-way foldouts or larger sizes may be included with report text).

c) The Contractor shall submit correspondence, reports, and data deliverables as follows:
   1. Correspondence All correspondence, deliverables, and reports to the DOE Richland Operations Office (DOE-RL) or DOE Office of River Protection (DOE-ORP) shall be transmitted through the use of the DOE automated records system (Integrated Document Management System [IDMS]);
   2. Electronically authorize/sign all correspondence, deliverables, and reports and deposit all submittals to DOE-RL/ORP in an electronic folder in IDMS; and
   3. Electronic All electronic files shall be editable and have all functions normally available in the software in which the data files that are being provided, along with a designation of the software used. The submission shall also state which contract deliverable, when appropriate, is being met through submission of the correspondence. In the event the Contractor uses an internal proprietary software package, a copy of the software shall be provided to DOE.

   d) The Contractor shall develop and implement configuration control over all electronic correspondence files, including a correspondence numbering system. The Contractor shall maintain configuration control over changes to information provided by DOE or Government contractors, including but not limited to drawings, specifications, electronic files, letter reports, calculations, and analysis reports, as appropriate, using the Contractor’s established policies and procedures that are in compliance with
all-National Archives and Records Administration and DOE requirements. The Contractor shall assign its own identifying number to information that it either creates or changes.
Part I – The Schedule

Section H

Special Contract Requirements
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H.1 DOE-H-2013 Consecutive Numbering (Oct 2014)

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

Contractor Human Resource Management (CHRM) Clauses

H.2 DOE-H-2002 No Third Party Beneficiaries (Oct 2014)

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 Section Clauses H entitled, Workforce Transition and Employee Hiring Preferences, Including, through Period of Performance, through Section H entitled, Workforce Transition and Benefits Transition: Plans and Timeframes, the following definitions are applicable (unless otherwise specified):

(A) “Contract Award Date” means the date the contract is signed by the Contracting Officer (CO), noted in Block 28 of the Standard Form 33, Solicitation, Offer and Award.

(B) “Contract Transition Period” means the 120-day transition as defined in Section F of this Contract.

(C) “Incumbent contractor” means Mission Support Alliance, LLC (MSA) and MSA’s preselected teaming subcontractors at the time of Notice to Proceed Contract Award.

(D) “Incumbent Employees” means employees who are employees of MSA and MSA’s preselected teaming subcontractors at the time of Notice to Proceed.

(E) “Non-Incumbent Employees” are employees other than Incumbent Employees.

(F) “Hanford Site Pension Plan (HSPP) Eligible Employees” are employees who, based on prior employment and the terms of the HSPP, are eligible to participate, or to return and participate in the HSPP and accrue Benefit Service as defined in the HSPP.

(G) “Non-HSPP Eligible Employees” are employees who do not meet the definition of HSPP Eligible Employees as described in paragraph (F) above.

(H) “Notice to Proceed (NTP)” means the authorization issued by the CO to start performance on this Contract.

H.4 Workforce Transition and Employee Hiring Preferences Including through Period of Performance

The Contractor and its subcontractors shall maintain and develop trained and qualified personnel to perform the work scope included in Section C, consistent with applicable law, and the terms of this Contract, including the paragraphs set forth below. Means of maintaining and developing a trained and
qualified workforce may include, but are not limited to, the utilization of apprentices, interns, veterans, and summer hires.

The Contractor shall comply with the hiring preferences set forth below:

(A) The Contractor shall comply with the right of first refusal for employment for service employees and all of the requirements set forth in Federal Acquisition Regulation (FAR) 52.222-17 for the applicable work and positions. If a qualified service employee declines a bona fide express offer of employment, the Contractor need not provide the preference in hiring in paragraphs (B)(1)(a) and (b) below to such employee, but should provide the other preferences 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 for non-managerial positions (i.e., all those below the first line of supervision) in non-construction activities of the Performance Work Statement (PWS) under this Contract, in accordance with the hiring preferences in paragraphs (1)-(3) below (subject to paragraph (A) above), in descending order of priority, and in accordance with applicable law, and applicable site seniority lists as provided to the Contractor by the CO, as set forth below.

(1) The Contractor shall provide Incumbent Employees the hiring preferences in paragraphs (a) and (b) 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 Notice to Proceed date.

(b) A preference in hiring for vacancies in non-managerial positions for the above employees who meet the qualifications for the position and who have been identified by their employer as being at risk of being involuntarily separated because of the transfer of this work scope to the Contractor.

(2) The Contractor shall give a preference in hiring to individuals set forth below in paragraphs (a) and (b), in descending order of priority, who are eligible for the hiring preference contained in the clause in Section I of this Contract entitled Department of Energy Acquisition Regulation (DEAR) 952.226-74, Displaced Employee Hiring Preference, consistent with the provisions of the Workforce Restructuring Plan, as amended from time to time, regarding the preferential hiring of employees:

(a) Employees who are former employees of MSA and MSA’s preselected teaming subcontractors; or any other DOE contractor at Hanford;

(b) Former employees of any other U.S Department of Energy (DOE) contractor or subcontractor at a DOE defense nuclear facility eligible for the hiring preference.

(3) The Contractor shall give a preference in hiring to individuals (a) who have separated from employment at MSA and MSA’s preselected teaming subcontractors; (b) who are not precluded from seeking employment at the Hanford 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 (c) 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.

(A) Contractor Employee Compensation Plan

The Contractor shall submit, for CO approval, by close of contract transition, a Contractor Employee Compensation Plan demonstrating how the Contractor will comply with the compensation 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; and

(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 entitled, 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 CO. Costs incurred in implementing the Total Compensation System shall be consistent with the Contractor’s documented Contractor Employee Compensation Plan, as approved by the CO.

(C) Requirements for Subcontractors with HSPP Eligible Employees

DOE and the Contractor shall agree to the preselected teaming subcontractors that will be subject to the requirements to provide pension and other benefits for HSPP Eligible Employees, as defined in paragraph (F) of the Section H.3 Clause entitled, Definitions.

(1) The Contractor shall submit to DOE no later than thirty days prior to the close of the Transition Period, as defined in the Section F clause entitled, Period of Performance, a list of preselected teaming subcontractors that will flow down the requirement for continuation of benefits to HSPP Eligible Employees.

(2) The Contractor may thereafter propose changes to those subcontractors subject to paragraph (1) above. Such proposed changes shall not be effective or implemented without prior written
approval by the CO. Approval of a proposed change is at the unilateral discretion of the CO.

(3) The Contractor shall flow down, to all subcontractors that are subject to the agreement in paragraph (1) and (2) of this section, the requirements of paragraphs (G) and (H) of Section H entitled, Employee Compensation: Pay and Benefits; and paragraphs (A) and (B) of the Section H clause entitled, Post Contract Responsibilities for Pension and Other Benefit Plans.

(4) Subject to other subcontract review and approval requirements in this Contract, this clause does not limit the Contractor’s ability to utilize subcontractors as necessary to perform Contract requirements.

(D) Reports and Information

The Contractor shall provide the CO 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)(14)(ii) and their total cash compensation at the time of NTP 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) in accordance with FAR 52.204-10.

(3) An Annual Report of Compensation and Benefits. Report no later than March 1 of each year in iBenefits or its successor.

(E) Employee Compensation Programs

The Contractor shall establish compensation programs for Incumbent Employees and Non-Incumbent Employees, as set forth in paragraphs (1) and (2) below and consistent with any applicable law, 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 as defined in Section H entitled, Definitions, paragraph (D), H.3 (D). Pay: The Contractor shall provide equivalent base pay, as compared to the base pay provided and reimbursed by the government, to Incumbent Employees for at least the first year of the term of the Contract.

(2) Non-Incumbent Employees are as defined in Section H entitled, Definitions, paragraph (E), H.3 (E). 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.

(3) Cash Compensation

(a) The Contractor shall submit the following to the CO 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 programs/incentives. If not already authorized under Section H entitled, Employee Compensation: Pay and Benefits, paragraph 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 CO for an advance determination of cost allowability for a Merit Increase fund or Promotion/Adjustment fund.

(9)(1) 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 one (1) percent in total.

(9)(2) 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.

(9)(3) Salary structure adjustments do not exceed the mean WorldatWork structure adjustments projected for the CIP year and communicated through the annual Department CIP guidance.

(9)(4) Please note: No later than the first day of the CIP cycle, Contractors must provide notification to the CO 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 CO for an advance determination of cost allowability. The CIP should include the following components and data:

(9)(1) Comparison of average pay to market average pay;
(9)(2) Information regarding surveys used for comparison;
(9)(3) Aging factors used for escalating survey data and supporting information;
(9)(4) Projection of escalation in the market and supporting information;
(9)(5) Information to support proposed structure adjustments, if any;
(9)(6) Analysis to support special adjustments;
(9)(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 CO. (d) The CO 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);
(9)(8) A discussion of the impact of budget and business constraints on the CIP amount;
(9)(9) Comparison of pay to relevant factors other than market average pay.

(v) After receiving DOE CIP approval or if criteria in (E)(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, Administrative, 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 during upon the initial Contract Transition period 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 CO’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)(vi) above. The base salary reimbursement level for the top contractor official establishes the maximum allowable base 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 CO.

(c) Except as set forth in a workforce restructuring plan approved by DOE, 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.

(F) Employees Benefits

(1) HSPP Eligible 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-HSPP Eligible 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 Contract requirements.

(G) 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 or until the CO 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 pension and other benefit programs sponsored by the

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Contractor will be based on the CO’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 CO, 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 (BenVal) Study Method using no less than 15 comparator organizations and an Employee Benefits Cost Survey comparison method shall be used in this evaluation to establish an appropriate comparison method. In addition, the Contractor shall submit updated studies to the CO for approval prior to the adoption of any change that increases the costs to a pension plan or other benefit plan which increases costs.

(a) A BenVal, 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 CO approved comparator companies. 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 CO-approved survey sources.

(b) An Employee Benefits Cost Study Comparison annually for each benefit tier that analyzes the Contractor’s employee benefits cost for employees on a per capita basis per full-time equivalent employee and 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 CO approved, broad based, national survey.

(1) When the net benefit value exceeds the comparator group by more than five percent, the Contractor shall submit a corrective action plan to the CO for approval, unless waived in writing by the CO.

(2) When the average total benefit cost per capita cost or total benefit cost as a percent of payroll exceeds the comparator group by more than five percent, and if required by the CO, the Contractor shall submit an analysis of the specific plan costs that result in or contribute to the are above the per capita cost range or total benefit cost as a percent of payroll exceeding the costs of the comparator group and submit a corrective action plan to achieve conformance with a CO directed per capita cost range or total benefit cost as a percent of payroll, unless waived in writing by the CO.

(3) Within two years, or longer as agreed to between the Contractor and the Contracting Officer, of the Contractor’s corrective action plan approval of the Contractor’s corrective action plan, the Contractor shall align employee benefit programs with the benefit value and the per capita cost as a range or percent of payroll in accordance with its corrective action plan approved by the CO.

(4) The Contractor may not terminate any benefit plan during the term of the Contract without the prior approval of the CO in writing.

(5) Cost reimbursement for post-retirement benefits other than pensions (PRB) is contingent on DOE approved service eligibility requirements for PRBs that shall be based on a minimum period of continuous employment service not less than five 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.

(6) Each contractor sponsoring a defined benefit pension plan 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(s) and participating in a conference call to discuss the contractor submission (see (I)(7G)(6) below for Pension Management Plan requirements).

(7) Each contractor will respond to quarterly data calls issued through iBenefits, or its successor system.

(H) 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 Notice to Proceed.

(2) Except for Commingled Plans in existence as of the effective date, the Contractor assumes full responsibility for the performance of the contract requirements (immediately following the transition period) for 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. When deemed appropriate by the CO, Commingled Plans shall be converted to Separate Plans at the date of Notice to Proceed.

(I) Basic Requirements

The Contractor shall adhere to the requirements set forth below in the establishment and administration of pension plan and other benefit 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 a sponsor of the existing pension and other benefit plans listed below, (or if continuation of the existing plans is not practicable, comparable successor plans), including other 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 Employee Retirement Income Security Act (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.

(a) The Hanford Site Pension Plan (HSPP)
(b) The Hanford Site Savings Plan (HSSP)
(c) The Hanford Employee Welfare Trust (HEWT)
(d) The Fernald Welfare Benefits Plan

(2) It is anticipated that the Contractor will become responsible for the post-retirement benefit plans currently maintained by Washington River Protection Solutions under Contract No. DE-AC27-09RV14800 listed below:

Note: The Department is currently reviewing the possibility of the HMESC Contractor sponsoring the following plans. Prior to issuance of the final Request for Proposal (RFP), DOE will determine if the role of the plan sponsor will be included in this contract for these plans.

(a) The Rocky Flats Employee Welfare Plan.
The Mound Welfare Benefits Plan.

The HPM Occupational Health Services Retirement Plan, and

The HPM Corporation Welfare Benefits Plan for Hanford Retirees

Each Contractor’s defined benefit and defined contribution pension plans 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 of defined benefit plan(s) 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 CO. In years in which a limited scope audit is conducted, the Contractor must provide the CO 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.

For existing Commingled Plans, the Contractor shall maintain and provide annual Separate Accounting of DOE liabilities and assets for a Separate Plan.

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.

The Contractor shall comply with the requirements of ERISA if applicable to the pension plan and any other applicable laws.

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.

Benefits for HSPP Eligible Employees,

(a) HSPP - The Contractor shall ensure that HSPP Eligible Employees are allowed to participate in the HSPP consistent subject to compliance with the terms of the provisions of the HSPP as amended.

(b) HSSP - The Contractor shall ensure that HSPP Eligible Employees are allowed to participate in the HSSP consistent subject to compliance with the terms of the provisions of the HSSP as amended.

(c) HEWT - The Contractor shall ensure that HSPP Eligible Employees are allowed to participate in the HEWT and receive medical and other benefits under the HEWT consistent with the terms of the HEWT, as amended.

Pension and Other Benefits for Non-HSPP Eligible Employees

(a) The Contractor shall offer a market-based package of retirement and medical benefits competitive for the industry to individuals who are Non-HSPP Eligible Employees. If the Contractor meets all applicable legal and tax requirements, the Contractor may establish a
qualified separate line of business pursuant to IRC 410 and 414 for the purpose of maintaining the Federal tax qualification of pension covering the Contractor’s employees.

(b) Any benefit programs established and/or maintained by the Contractor, for which DOE reimburses costs, shall meet the tests of allowability and reasonableness established by FAR 31-205-6 and DEAR 970.3102-05-6.

(J) 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 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 CO. 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 November, the Contractor requesting above the minimum, 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.

(2) Contractors that sponsor multi-employer Defined Benefit pension plans will be reimbursed for pension contributions in the amounts necessary to ensure that the plans are funded to meet the annual minimum requirement under ERISA, as amended by the PPA. However, reimbursement for pension contributions above the annual minimum contribution required under ERISA, as amended by the PPA, will require prior approval of the CO 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. Early in the fiscal year but no later than the end of November, the Contractor requesting above the minimum 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 HCA when discount rates are finalized and it is known whether there are any budget issues with the proposed contribution amount.

(K) Reporting Requirements for Designated Contracts

The following reports shall be submitted to DOE as soon as possible after the last day of the plan year by the contractor responsible for each designated pension plan funded by DOE, but no later than the dates specified below:

(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 Internal Revenue Service (IRS) Form 5500.

(2) Forms 5500. Copies of IRS Forms 5500 with Schedules for each DOE-funded pension plan, no
(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.

(L) 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, to the CO. The CO 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 CO:

(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 CO 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 (SPD); and
(e) Any such additional information as requested by the CO.

(2) Contractors shall submit new benefit plans and changes to plan design or funding methodology with justification to the CO for approval, as applicable (see (L)(1) above). The justification must:

(a) Demonstrate the effect of the plan changes on the contract net benefit value or percent of payroll per capita benefit costs;
(b) Provide the dollar estimate of savings or costs; and
(c) Provide the basis of determining the estimated savings or cost.

(M) 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 spin-off or plan termination on the same day as the Contractor notifies the IRS of the spin-off; or
(6) 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.

(N) 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 affect the purposes of this paragraph, DOE and the Contractor may stipulate to a schedule of payments.

(O) 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.

(P) 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 HCA 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 Department of Labor plan number) that is distinct from corporate plan documents and identify the Contractor as the plan sponsor.

(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 Voluntary Retirement Program Payment Authorization

The Contractor is authorized to reimburse, as an allowable cost, monthly payments associated with the 1996 Special Voluntary Retirement Program in accordance with RL letter 17-PRO-0031 REISSUE, dated November 28, 2016. Each monthly payment will continue until the month of the retiree’s death or spouse’s death, whichever is later. The Contractor shall make such payments, as allowable costs, for the terms of the contract only. Any costs related to these payments, such as administration, employer taxes, etc., are also considered allowable.

H.6H.7 Special Provisions Applicable To Workforce Transition and Employee Compensation: Pay and Benefits

(A) Service Credit. The Contractor shall provide pension and other benefit plans, to Incumbent Employees and all other employees hired by the Contractor and service credit for leave as set forth below:

(1) Service Credit for Leave. For Incumbent Employees hired by the Contractor as set forth in Section H entitled, Definitions Clause H.3, the Contractor shall carry over the length of service credit from MSA and MSA’s preselected teaming subcontractors for purposes of determining rates of accruing leave for these employees as required by and consistent with applicable law.

(2) Service Credit for Fringe Benefits Other Than Leave. Service credit for all individuals hired by the Contractor shall be applied consistent with any applicable law, and the terms of the applicable benefit plan(s). Service credit for purposes of severance pay is subject to Section clause H.5 entitled, Employee Compensation: Pay and Benefits.

(B) Allowable Salary for Key Personnel. Within 20 days after NTP, or as identified by the CO, the Contractor shall submit DOE Form 3220.5, Application for Contractor Compensation Approval, to the CO for each key personnel position listed in the Contract for a determination of cost.
allowability for reimbursement under the Contract. To support a reasonableness determination, the Contractor shall also provide compensation market survey data to support/justify the requested salary and any other information as requested by the CO.

**H.7H.8 Workforce Transition and Benefits Transition: Plans and Timeframes**

(A) Workforce (WF) Transition Plan. The Contractor shall submit a WF Transition Plan for CO approval, describing in detail the Contractor’s plans and procedures as to how the Contractor will comply with the hiring preferences set forth in Section H entitled, Workforce Transition and Employee Hiring Preferences Including through Period of Performance, and Section I, DEAR 952.226-74 entitled, Displaced Employee Hiring Preference. The WF Transition Plan shall also detail the Contractor’s plan for incorporating, if applicable, multiple unions with separate bargaining agreements. Notwithstanding timeframes identified elsewhere in the Contract, the Contractor shall perform the following activities in the specified timeframes:

1. Within 10 days after NTP, the Contractor shall:
   
   (a) Provide the CO with a list of Contractor personnel who will be responsible for transitioning the employees of the Incumbent Contractor and for development of the transition agreements, including specifically the personnel responsible for ensuring that the Contractor complies with the National Labor Relations Act and Section H entitled, Labor Relations, and contact information for the above personnel.
   
   (b) Submit to the CO a description of any and all transition agreements that it intends to enter into with MSA to ensure compliance with Section H entitled, Workforce Transition and Employee Hiring Preferences Including through Period of Performance, during the Contract Transition Period.
   
   (c) Establish and submit to the CO a draft communication plan detailing the communication the Contractor and its subcontractors will engage in with their prospective employees, and any labor organizations representing those employees, regarding implementation of the requirements set forth in Section H entitled, Workforce Transition and Employee Hiring Preferences Including through Period of Performance, and Section H entitled, Employee Compensation: Pay and Benefits.
   
   (d) Submit to the Contracting Officer a description of the process for regularly obtaining updated information from the Incumbent Contractor regarding the Incumbent Employees throughout the Contract Transition Period.

2. Within 15 days after NTP, the Contractor shall:

   (a) Submit to the CO copies of the draft WF Transition Plan for the Contractor and its first and second tier subcontractors, including processes and procedures regarding how the Contractor will implement and ensure compliance with the hiring preferences set forth in Section H entitled, Workforce Transition and Employee Hiring Preferences Including through Period of Performance, and with the requirements of Section H entitled, Labor Relations, as applicable.

   (b) Establish and provide a copy to the CO of its final written communication plan regarding:

   (i) The implementation of the hiring preferences in Section H entitled, Workforce Transition and Employee Hiring Preferences Including through Period of Performance; and
(ii) The communication process among DOE, site tenants, and, if applicable, labor organizations representing Incumbent Employees.

(3) Within 30 days after NTP, the Contractor shall provide to the CO a copy of the final WF Transition Plan described in paragraph (A) above.

(4) Within 60 days after NTP, the Contractor shall provide to the CO copies of the final transition agreements described in paragraph (A)(1)(b) above.

(5) The Contractor shall submit reports to the CO regarding the Contractor’s and its subcontractors’ implementation of the hiring preferences required by Section Clause H.4 entitled, Workforce Transition and Employee Hiring Preferences Including through Period of Performance, including paragraph (A) regarding the right of first refusal in accordance with the timeframes set forth below. These reports shall include the following information: employee, hire date or anticipated hire dates, and, where applicable, the Incumbent Contractor or subcontractor that employed the employee and the Contractor or subcontractor that hired the employee.

   (a) During the 120 day Contract Transition Period, such reports shall be provided to the CO on a weekly basis; or

   (b) On a less frequent basis, if requested by the CO.

(6) The Contractor shall implement the transition activities as set forth in the approved transition plan and such other transition activities as may be authorized or directed by the CO.

(B) Benefits Transition Plan:

(1) The Contractor shall submit a draft Benefits Transition Plan for CO approval, as set forth herein:

   (a) A detailed description of the Contractor’s plans and procedures showing how the Contractor will comply with Section Clauses H.5 entitled, Employee Compensation: Pay and Benefits, and Section H.6 entitled, Special Provisions Applicable To Workforce Transition and Employee Compensation: Pay and Benefits, 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 pension and other benefit plans provided to employees pursuant to Section Clauses H.5 entitled, Employee Compensation: Pay and Benefits, and Section H.6 entitled, Special Provisions Applicable To Workforce Transition and Employee Compensation: Pay and Benefits, will be transitioned, or if needed, developed and implemented on or before the last day of the 120 day Contract Transition Period.

   (d) If needed, an asset transfer(s) agreement to transfer assets from MSA and MSA’s preselected teaming subcontractors existing defined benefit plan to a new defined benefit plan to cover past eligibility service in order for the Contractor to adhere to the benefits sponsorship requirements set forth in this Contract. On or before the last day of the 120 day Contract Transition Period, the Contractor shall provide (1) 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; and (2) a schedule for CO approval for when the benefit plan will be developed and assets transferred.

(2) The Contractor shall perform the following activities involving benefit transition within the timeframes specified below.
(a) Within 10 days after NTP, the Contractor shall:

(1) Provide the CO with a list of Contractor personnel who will be responsible for the transition of existing benefit plans, and, if needed, development of new benefit plans, including specifically the personnel responsible for ensuring that the Contractor develops and implements a defined benefit pension plan and a defined contribution pension plan and contact information for the above personnel; and

(2) Request MSA to provide information and documents necessary for the Contractor to adhere to the requirements set forth in this Contract pertaining to sponsoring existing benefits plans and the establishment of any new benefits plans, including, if needed, the transfer of assets from MSA and MSA’s preselected teaming subcontractors’ existing defined pension plan and other benefit plans on or before the end of the 120 day Contract 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 NTP, the Contractor shall provide to the CO a list of the information and documents that the Contractor has requested from MSA pertaining to the existing benefit plans. The Contractor shall notify the CO on a timely basis of any issues or problems that it encounters in obtaining information or documents requested from MSA. 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 Section H.5 entitled, Employee Compensation: Pay and Benefits, and Section H.6 entitled, Special Provisions Applicable To Workforce Transition and Employee Compensation: Pay and Benefits.

(c) Within 20 days of NTP, the Contractor shall:

(1) Submit the final draft Benefits Transition Plan;

(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 Section H.5 entitled, Employee Compensation: Pay and Benefits, and Section H.6 entitled, Special Provisions Applicable To Workforce Transition and Employee Compensation: Pay and Benefits, including requirements pertaining to the transition of existing benefit plans and, if needed, the establishment of employee benefit plans; and

(3) Meet via televideo, teleconference, and/or in person with relevant personnel who administer the benefit plans for the Contractor, 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 obligations under Section H.5 entitled, Employee Compensation: Pay and Benefits, and Section H.6 entitled, Special Provisions Applicable To Workforce Transition and Employee Compensation: Pay and Benefits, including execution of transition agreements with the Incumbent Contractor and other applicable entities. The minutes of the meeting as well as a written description of any substantive issues identified at the meeting shall be submitted to the CO within two days after the meeting.
(d) Within 30 days after NTP, the Contractor shall provide a final written Benefits Transition Plan to the CO, to include a written description of how the existing benefit plans provided to employees pursuant to Section Clause H.5 entitled, *DOE-H-2001 Employee Compensation: Pay and Benefits*, will be amended and restated on or before the last day of the Contract Transition Period.

(e) Within 45 days after NTP, the Contractor shall provide the CO:

1. Draft copies of the transition agreements the Contractor will enter into with the Incumbent Contractor(s), to ensure the Contractor’s compliance with the pay and benefits requirements set forth in Section Clause H.5 entitled, *Employee Compensation: Pay and Benefits*; and

2. Drafts of all amendments to or restatements of the pension and other benefit plans presently sponsored by the Incumbent Contractor. If applicable, the Contractor shall also submit all draft restated benefit plans and draft SPD for pension and other benefit plans sponsored by the Incumbent Contractors. Any and all such amendments shall comply with applicable law governing such transactions and changes in sponsorship of the plans; or

3. If needed, as agreed to in the final written Benefits Transition Plan in (d) above, draft or proposed final versions of any new defined benefit and defined contribution pension plans and other benefit plans. The Contractor shall also submit draft SPD for the pension and any other benefit plans.

(f) No later than 60 days after NTP and prior to the adoption or execution of those documents, the Contractor shall submit to the CO 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 CO under any of the above paragraphs within two days of receipt of the comments.

(h) After the Contract Transition Period and throughout the remaining period of performance of the Contract, the Contractor shall provide the following information promptly to the CO upon the request of the CO:

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;

2. Any and all other documents pertaining to implementation of and compliance with implementation of the compensation and benefit programs identified in Section Clause H.5 entitled, *Employee Compensation: Pay and Benefits*; and

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 CO for each response and, if no timeframe is specified, the contractor shall provide the data response within one calendar day.

H.8H.9 *DOE-H-2004 Post Contract Responsibilities for Pension and Other Benefit Plans (Oct 2014)*

(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 identified in subparagraph (I)(1) of Section Clause H.5 entitled, Employee Compensation: Pay and Benefits, 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 CO. 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 Internal Revenue Service (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 CO determines that the scope of work under the Contract has been completed (any one such event may be deemed by the CO 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 CO 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 CO, the Contractor’s costs will be reimbursed pursuant to applicable Contract provisions.

H.9H.10 DOE-H-2028 Labor Relations (Oct 2014) (Revised)

(A) The Contractor shall respect the right of employees to be free from discrimination in the workplace, including, but not limited to, discrimination within the meaning of the Age Discrimination in Employment Act of 1967, as amended, and 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 laws.

(B) Consistent with applicable labor laws and regulations, the Contractor shall recognize and bargain in
good faith with the collective bargaining representative(s) of employees performing work that has
previously been performed by represented employees and is covered by the scope of this contract.

(C) The Contractor shall submit its economic bargaining parameters for which DOE reimburses costs to,
and obtain the approval of, the CO 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 CO 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 CO. The approval of the economic bargaining parameters by the CO under this paragraph does
not waive any other terms and conditions of the Contract.

(D) 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 entitled, Basic Labor Policies,
DEAR Subpart 970.2201-1 entitled, Labor Relations, and all applicable Federal and state labor
relations laws.

(E) 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 during the Contract period of
performance should, to the extent that the parties to those collective bargaining agreements 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 agree upon some other method of assuring no disruption in services.
The Contractor shall include the substance of this subparagraph (E) in any subcontracts.

(F) In addition to FAR 52.222-1 entitled, Notice to the Government of Labor Disputes, and other
requirements in the contract, the Contractor shall immediately notify the CO 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 CO.

(G) The Contractor shall immediately notify the CO or designee of any planned or actual strike or work
stoppage involving its employees or employees of a subcontractor.

(H) The Contractor shall provide the CO or designee a copy of all arbitration decisions issued by an
arbitrator within one week of receipt of the decision.

(I) The Contractor shall provide the CO or designee with a “Report of Settlement” after ratification of a
collective bargaining agreement by accessing and inputting the information into the Labor Relations
module 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.

(J) The Contractor shall provide to the CO or designee a semi-annual report on grievances for which
further judicial or administrative proceedings are anticipated, and all final step grievances.
The Contractor shall immediately 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 step 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 (6)-month reporting period, carry the item over to the subsequent six (6)-month reporting periods until settlement, request for arbitration, closure, or other proceeding occurs.

**H.10.1 Workforce Restructuring**

(A) The Contractor shall regularly analyze workforce requirements and develop appropriate workforce transition strategies consistent with DOE policy, 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) Notwithstanding any other provision in this Contract, when the Contractor determines that any reduction of force, including furloughs, is necessary, the Contractor shall notify the CO in writing. The Contractor shall provide information as directed by the CO related to the proposed workforce restructuring activities and to enable compliance with Section 3161 of the National Defense Authorization Act for Fiscal Year 1993, with the Worker Adjustment and Retraining Notification (WARN) Act of 1988, and other applicable statutes, regulations, and DOE policies. The Contractor shall take no further action related to the proposed reduction of force, or furloughs, until receiving direction from the CO. The CO will then either approve or disapprove the Contractor’s proposed reduction of force, or if necessary request additional information from the Contractor.

(C) For workforce reductions, the Contractor must prepare and submit to the CO 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 50 or more employees through involuntary separation; or

(2) The Contractor intends to reduce its workforce by 100 or more employees, whether through voluntary or involuntary separation actions, or a combination of such actions.

(D) The Contractor’s Specific Plan shall set forth how the Contractor will conduct its workforce restructuring action at the site in a manner that meets DOE policy and be submitted to the CO for approval at least 60 days in advance of the first communication planned to be given to the employees and public. For workforce reductions, the Contractor’s Specific Plan shall provide detailed information regarding the Contractor’s proposed workforce restructuring activities and set forth its business case for why the restructuring is required, e.g., the Contractor’s need to realign the workforce to ensure an appropriate employee skill mix and/or budget concerns.

The Contractor’s plan should set forth the projected number of affected employees and the occupational classifications of the affected employees, the criteria it will use to select employees for termination, and the projected cost of the separation benefits, including severance and Displaced Worker Medical Benefits, and the anticipated cost savings, if any, that will result from the separation program. The models for Contractor Self-Select Voluntary Separation Plan and 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](http://www.energy.gov/gc/services/technology-transfer-and-procurement/office-assistant-general)
counsel-labor-and-pension. If the Contractor determines it will be necessary to conduct a voluntary separation program likely followed by an involuntary separation, the Contractor may combine the Self-Select Voluntary Separation Plan and the Involuntary Separation Plan into one Specific Plan for submission to the CO.

(E) All reductions of force shall comply with the Hanford Site Workforce Restructuring Plan, as amended, and the Contractor shall supply workforce restructuring related information and reports as requested by DOE. As noted above in Section Clause H.7 entitled, Workforce Transition and Employee Hiring Preferences Including through Period of Performance, the Contractor shall extend displaced employee hiring preference in accordance with the Section I clause, DEAR 952.226-74, entitled, Displaced Employee Hiring Preference.

(F) Pay-in-lieu of notice beyond two work weeks requires written advance CO approval. The Contractor shall submit the request to the CO as part of the workforce restructuring package submitted for approval in (B) 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.

(G) 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 online at the website set forth in (3) above. Any deviation from the models must be approved by the CO.

(H) The Contractor must perform an adverse impact analysis (also known as a diversity analysis) when the involuntary separation action(s) will affect 50 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.

(I) The Contractor shall ensure it does not hire or rehire individuals who volunteered for termination during a Self-Select Voluntary Separation Plan, at any DOE or NNSA site, during the one (1)-year period following the separation, except as set forth in the following sentence. If an employee is hired or rehired prior to the one (1)-year period, the employee may be required to pay back, to the contractor who provided the severance payment, all or a pro-rata amount of the severance received under the Voluntary Separation Plan.

(J) Contractor(s) must provide actual and projected workforce reductions on an annual basis, no later than March 15 of each year, as set forth in the iBenefits system (https://doebenefits2.energy.gov), or its successor.

(K) For furloughs, the Contractor must prepare and submit information as requested by the CO for approval. Furlough requests must be submitted to the CO 60 days in advance of the first communication planned to be given to employees and the public.

(L) The requirements of Section Clause H.14 entitled, Workforce Restructuring, shall apply to any preselected teaming subcontractors on this Contract. Specifically, the Contractor shall include preselected teaming subcontractor data as part of the overall Contractor request submitted to DOE for approval for workforce reductions or furloughs.

H.12 Labor Standards

(A) The CO 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), the Service Contract Labor Standards (SCLS) statute (formerly known as the Service Contract Act of 1965), 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 CO 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. Section J Attachment entitled, Labor Standards Board Process, provides further guidance on the Labor Standards Board Process and documents required to be submitted as part of proposed work packages.

(B) The Contractor shall comply, and shall be responsible for compliance by any subcontractor, with the Wage Rate Requirements (Construction), the SCLS, 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 subparagraph (g) of FAR 52.222-41 entitled, Service Contract Labor Standards, and subparagraph (b)(4) of FAR 52.222-6 entitled, Construction Wage Rate Requirements, the Contractor and its subcontractors shall post in a prominent job-site location, the wage determination and, as applicable, Department of Labor Publications WH-1321, Employee Rights under the Davis-Bacon Act, and/or WH-1313, Employee Rights on Government Contracts.

(C) For subcontracts determined to be subject to the SCLS, 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 CO.

(D) In addition to any other requirements in the Contract, Contractor shall as soon as possible notify the CO 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 subparagraph (t) of FAR 52.222-41 entitled, Service Contract Labor Standards; 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 CO.

(E) The Contractor shall prepare and submit to the CO the Office of Management and Budget (OMB) Control Number: 1910-5165, Semi-Annual Davis-Bacon Enforcement Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (https://doeibenefits2.energy.gov)(https://ibenefits.energy.gov) or its successor system.

**H.12 Workers’ Compensation**

1. Hanford Workers’ Compensation:

Pursuant to The Hanford Workers’ Compensation Program is an administrative function that provides for the support of the Hanford Site Workers’ Compensation Program under DOE State of Washington Self-Insurance. Pursuant to the Revised Code of Washington (RCW) Title 51, Industrial Insurance, the Washington Industrial Insurance Act (WIIA), DOE is a group self-insurer for purposes of workers’ compensation coverage. The Hanford Workers’ Compensation Program performs the administration functions for the State of Washington self-insurance requirements. Notwithstanding
any other provision in this Contract, the coverage afforded by the workers’ compensation statutes shall, for performance of work under this Contract at the Hanford Site, be subject to the following:

(a) Under the terms of a Memorandum of Understanding with the Washington State Department of Labor and Industries (L&I), DOE has agreed to perform all functions required by self-insurers in the State of Washington.

(b) The Contractor shall take such action, and only such action, as DOE requests in connection with any accident reports, including assistance in the investigation and disposition of any claims thereunder and, subject to the direction and control of DOE, the conduct of litigation in the Contractor’s own name in connection therewith.

(c) Under RCW 51.32.073, Compensation—Right to and Amount, Additional payments for prior pensioners—Premium liability of worker and employer for additional payments, DOE is the self-insurer and is responsible for making quarterly payments to the L&I. In support of this arrangement, the Contractor shall be notified and will be responsible for withholding appropriate employee contributions and forwarding these contributions on a timely basis, plus the employer-matching amount to DOE.

(d) The workers’ compensation program shall operate in partnership with Contractor employee benefits, risk management, and environmental, safety, and health management programs. The Contractor shall cooperate with DOE for the management and administration of the DOE self-insurance program.

(e) The Contractor shall be responsible for all predecessor Contractor claims that fall under DOE’s self-insurance. The Contractor shall maintain and retain all claim data for information and reporting needs.

(f) The Contractor shall certify as to the accuracy of the payroll record used by DOE in establishing the self-insurance claims reserves and cooperate with any state audit.

(g) The Contractor shall provide statutory workers’ compensation coverage for staff members performing work under this Contract outside of the State of Washington and not otherwise covered by the State of Washington workers’ compensation laws. Further, the Contractor shall be responsible for any statutory workers’ compensation coverage, liability, and cost for employees performing work outside the scope of this Contract.

(h) Time-loss compensation shall be paid to injured workers in accordance with RCW § 51.08.178, Definitions, “Wages”—Monthly wages as basis of compensation—Computation thereof, and other applicable requirements. Compensation paid to workers in excess of the amounts required by statute are unallowable costs under this contract.

(i) Workers’ compensation loss income benefit payments, when supplemented by other programs (such as salary continuation), are to be administered so that total benefit payments from all sources shall not exceed 100 percent of the employee’s net pay.

(j) Upon request, the Contractor shall submit to DOE, or other party as designated by DOE, payroll records as required by Washington State Workers’ Compensation laws.

(k) Upon request, the Contractor shall submit to DOE, or other party as designated by DOE, the accident reports required by RCW § 51.28.010, Notice and Report of Accident—Application for Compensation, Notice of accident—Notification of worker’s right—Claim suppression, or any other documentation requested by DOE pursuant to the WIIA.
The Contractor shall ensure that all employees receive training and have a clear understanding of the workers’ compensation process.

The Contractor shall develop and maintain a website with Workers’ Compensation information and ensure that the website is made available to employees within 45 days of the close of transition.

The Contractor shall provide additional training to employees on the workers’ compensation process when a claim is filed. This training shall include, but is not limited to, information regarding company contacts, approvals needed for appointments, time off, documentation requirements, etc.

The Contractor shall submit ad hoc reports and other information, as required by DOE.

The Contractor shall provide briefings to DOE, as requested.

For purposes of workers’ compensation, all entities included in the Contractor team arrangement, as defined below, shall be covered by DOE’s self-insurance certificate under L&I for workers’ compensation:

1. Contractor team arrangement means an arrangement in which –
   (i) Two or more companies form a partnership or joint venture to act as a potential prime Contractor; or
   (ii) A potential prime Contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program.

2. Any changes to the Contractor team arrangement for purposes of workers’ compensation coverage shall be subject to prior approval of the CO.

Subcontractors not meeting the Contractor teaming arrangement definition performing work under this Contract on behalf of the Contractor are not covered by the provisions of the Memorandum of Understanding referenced above. The Contractor shall require that any subcontractors not covered by provisions of the Memorandum of Understanding meet the statutory workers’ compensation coverage requirements.

2. Rocky Flats Workers’ Compensation:

(a) The Contractor is responsible for (1) the administration, management and settlement of open claims, and (2) claims for incurred but not reported losses at the time of the transfer, under the terms and conditions of the insurance policies and risk financing arrangements listed as follows:

   (i) Government Rating Plans (Table H-1).

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<th>Policy Number</th>
<th>Policy Term</th>
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<td>133T8519-</td>
<td>7/1/75-12/31/89-</td>
</tr>
<tr>
<td>EG&amp;G-</td>
<td>Liberty Mutual-</td>
<td>1-004234-0000-</td>
<td>1/1/90-1/1/95-</td>
</tr>
<tr>
<td>JA Jones-</td>
<td>Travelers-</td>
<td>199T0407-</td>
<td>10/1/87-7/31/95-</td>
</tr>
<tr>
<td>Swinerton &amp; Walberg-</td>
<td>St. Paul Travelers-</td>
<td>143T9109-</td>
<td>11/30/75-11/30/87-</td>
</tr>
</tbody>
</table>
(ii) Contractor Controlled Insurance Program (CCIP) (Table H-2)

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Carrier</th>
<th>Policy Number</th>
<th>Policy Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kaiser-Hill</td>
<td>AIG</td>
<td>WC8426100-</td>
<td>7/1/95-7/1/96-</td>
</tr>
<tr>
<td>Kaiser-Hill</td>
<td>AIG</td>
<td>WC8430734-</td>
<td>7/1/96-7/1/97-</td>
</tr>
<tr>
<td>Kaiser-Hill</td>
<td>Reliance National In Liquidation-</td>
<td>NWA1351551-</td>
<td>7/1/97-10/1/00-</td>
</tr>
<tr>
<td>Kaiser-Hill</td>
<td>Pinnacol Assurance</td>
<td>4034000-</td>
<td>10/1/00-12/31/05-</td>
</tr>
</tbody>
</table>

(b) Upon transfer of management and administration responsibilities, the Contractor shall manage and administer the Rocky Flats’ Workers’ Compensation Insurance Plans in accordance with all applicable laws, regulations, DOE Directives, and the provisions and requirements of this Contract.

These plans shall be managed and administered separately from the workers’ compensation process identified in subsection 1 of clause H entitled, Workers’ Compensation Insurance, so as to preserve the plans’ separate and distinct legal identities.

(c) Rocky Flats Workers’ Compensation Insurance Plans Reporting Deliverables. The Contractor shall provide the following Rocky Flats Workers’ Compensation Insurance Plans reporting deliverables to the CO and any other reports as required by the CO (Table H-3):

<table>
<thead>
<tr>
<th>Item</th>
<th>Frequency</th>
<th>Electronic Copies</th>
<th>Paper Copies</th>
<th>Recipient</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance Company's Annual Premium Adjustment for the Government Rating Plan</td>
<td>Annual</td>
<td>1</td>
<td>1</td>
<td>CO-</td>
</tr>
<tr>
<td>Claims Reserve Status Report for CCIP</td>
<td>Annual</td>
<td>1</td>
<td>1</td>
<td>CO-</td>
</tr>
<tr>
<td>Review of Cost Containment Strategies and Results</td>
<td>Annual</td>
<td>1</td>
<td>1</td>
<td>CO-</td>
</tr>
</tbody>
</table>

CO = Contracting Officer
CCIP = Contractor Controlled Insurance Program

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 for which the Contractor seeks reimbursement must be justified as necessary in the operation of the Department facility and/or the performance of the Contract, and approved by the DOE in advance of acquiring such insurance.

(b) Contractors shall not purchase insurance to cover public liability for nuclear incidents without DOE authorization (see DEAR 970.5070 entitled, *Indemnification*, and DEAR 950.70 entitled, *Nuclear Indemnification of DOE Contractors*).


(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 CO 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 entitled, *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.


5. Accrual of self-insurance reserve. The CO’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 CO 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 CO review.
(d) Claim reserves, not payable within the year the loss occurred, are discounted to present value based on the prevailing Treasury rate.

(h) Should the Contractor utilize a Letter of Credit or other financial instrument to guarantee self-insurance retention, any cost for interest paid by the contractor relating to the instruments will be unallowable and omitted from charges to the DOE Contract.

(i) Comply with the CO’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 CO 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 for the plan 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 CO 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 CO.

(c) Reach agreement with DOE on the handling and settlement of self-insurance claims incurred but not reported 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 CO for any change in program direction; and

(b) Ensure insurance coverage replacement is maintained as required and/or approved by the CO.
Implementation of the Hanford Site Stabilization Agreement

The Hanford Site Stabilization Agreement (HSSA) for all construction work for DOE at the Hanford Site, which is referenced in this Clause, consists of a Basic Agreement dated September 10, 1984, plus Appendix A, both of which may be periodically amended. The HSSA is hereby incorporated into this Contract by reference. The Contractor is responsible for obtaining the most current text from DOE.

(a) This Clause applies to employees performing work under Contracts (or subcontracts) administered by DOE, which are subject to the Construction Wage Rate Requirements statute (formerly known as and referred to in this Clause as the Davis-Bacon Act), in the classifications set forth in the HSSA for work performed at the Hanford Site.

(b) Contractors and subcontractors at all tiers who are parties to an agreement(s) for construction work with a local union having jurisdiction over DOE construction work performed at the Hanford Site, or who are parties to a national labor agreement for such construction work, shall become signatory to the HSSA and shall abide by all of its provisions, including its Appendix A. Subcontractors at all tiers who have subcontracts with a signatory Contractor or subcontractor shall become signatory to the HSSA and shall abide by all of its provisions, including its Appendix A.

(c) Contractors and subcontractors at all tiers, who are not signatory to the HSSA and who are not required under paragraph (b) above to become signatory to the HSSA, shall pay not less and no more than the wages, fringe benefits, and other employee compensation set forth in Appendix A thereto, and shall adhere, except as otherwise directed by the CO, to the following provisions of the Agreement:

1. Article VII Employment (Section 2 only);
2. Article XII Non-Signatory Contractor Requirements;
3. Article XIII Hours of Work, Shifts, and Overtime;
4. Article XIV Holidays;
5. Article XV Wage Scales and Fringe Benefits (Sections 1 and 2 only);
6. Article XVII Payment of Wages-Checking In and Out (Section 3 only);
7. Article XX General Working Conditions; and
8. Article XXI Safety and Health.

(d) The Contractor agrees to make no contributions in connection with this Contract to Industry Promotion Funds, or similar funds, except with prior approval of the CO.

(e) The obligation of the Contractor and its subcontractors to pay fringe benefits shall be discharged by making payments required by this Contract in accordance with the provisions of the amendments to the Davis-Bacon Act contained in the Act of July 2, 1964 (Public Law 88-349-78 Statutes 238-239), and U.S. Department of Labor regulations in implementation thereof (29 CFR, Labor, Parts 1, Procedures for Predetermination of Wage Rates, and 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).

(f) The CO may direct the Contractor to pay amounts for wages, fringe benefits, and other employee compensation if the HSSA, including its Appendix A, is modified by the involved parties.

(g) In the event of failure to comply with paragraphs (c), (d), (e), (f), and (g), or failure to perform any of the obligations imposed upon the Contractor and its subcontractors hereunder, the CO may withhold any payments due to the Contractor and may terminate the Contract for default.
(h) The rights and remedies of the Government provided in this Clause shall not be exclusive and are in addition to any other rights and remedies of the Government provided by law or under this Contract.

(i) The requirements of this Clause are in addition to, and shall not relieve the Contractor of, any obligation imposed by other Clauses of this Contract, including Section I clauses entitled, FAR 52.222-4, Contract Work Hours and Safety Standards Act—Overtime Compensation; FAR 52.222-6, Construction Wage Rate Requirements (formerly known as the Davis-Bacon Act); FAR 52.222-7, Withholding of Funds; FAR 52.222-8, Payrolls and Basic Records; FAR 52.222-10, Compliance with Copeland Act Requirements; and FAR 52.222-12, Contract Termination — Debarment.

(j) The Contractor agrees to maintain its bid or proposal records showing rates and amounts used for computing wages and other compensation, and its payroll and personnel records during the course of work subject to this Clause, and to preserve such records for a period of three (3) years thereafter, for all employees performing such work. Such records will contain the name and address of each such employee, his/her correct classification, rate of pay, daily and weekly number of hours worked, and dates and hours of the day within which work was performed, deductions made, and amounts for wages and other compensation covered by paragraphs (c), (d), (e), (f), and (g) hereof. The Contractor agrees to make these records available for inspection by the CO and will permit him/her to interview employees during working hours on the job.

(k) The Contractor agrees to insert the provisions of this Clause, including this paragraph (k), in all subcontracts for the performance of work subject to the Davis-Bacon Act.

A copy of the Hanford Site Stabilization Agreement is located at: http://www.hanfordvitplant.com/hanford-site-stabilization-agreement.

**Business System Clauses**


(a) 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 entitled, *Accounting System Administration*;
2. “Earned value management system”, if this contract includes the Section H clause entitled, *Earned Value Management System*;
3. Estimating system, if this contract includes the Section H clause entitled, *Cost Estimating System Requirements*;
4. “Property management system”, if this contract includes the Section H clause entitled, *Contractor Property Management System Administration*; and
5. “Purchasing system”, if this contract includes the Section H clause entitled, *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.

(b) 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.

(c) 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 CO 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 CO determines that the Contractor's business system contains significant deficiencies, the final determination will include a notice to withhold payments.

(d) Withholding payments.

(1) If the CO issues the final determination with a notice to withhold payments for significant deficiencies in a Contractor business system required under this contract, the CO will direct the Contractor, in writing, to withhold five (5) percent from its invoices until the CO has determined that the Contractor has corrected all significant deficiencies as directed by the CO’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 CO’s intent to withhold payments, and the CO, in consultation with the auditor or functional specialist, determines that the Contractor is effectively implementing such plan, the CO will direct the Contractor, in writing, to reduce the percentage withheld on invoices to two (2) percent until the CO determines the Contractor has corrected all significant deficiencies as directed by the CO’s final determination. However, if at any time, the CO determines that the Contractor has failed to follow the accepted corrective action plan, the CO will increase withholding and direct the Contractor, in writing, to increase the percentage withheld on invoices to the percentage initially withheld, until the CO determines that the Contractor has corrected all significant deficiencies as directed by the CO’s final determination.

(3) Payment withhold percentage limits.

(i) The total percentage of payments withheld on amounts due on this Contract shall not exceed:
(A) Five (5) percent for one or more significant deficiencies in any single contractor business system; and

(B) Ten (10) percent for significant deficiencies in multiple contractor business systems.

(ii) If this Contract contains pre-existing withholds, and the application of any subsequent payment withholdings will cause withholding under this clause to exceed the payment withhold percentage limits in paragraph (d)(3)(i) of this clause, the CO 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.

(5) Performance-based payments to include fixed-price contracts. 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 CO 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.

(e) Correction of deficiencies.

(1) The Contractor shall notify the CO, in writing, when the Contractor has corrected the business system’s deficiencies.

(2) Once the Contractor has notified the CO that all deficiencies have been corrected, the CO will take one of the following actions:

(i) If the CO determines that the Contractor has corrected all significant deficiencies as directed by the CO’s final determination, the CO will direct the Contractor, in writing, to discontinue the payment withholding from invoices under this Contract associated with the CO’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 CO determines that those significant deficiencies are corrected.
(ii) If the CO determines that the Contractor still has significant deficiencies, the Contractor shall continue withholding amounts from its invoices in accordance with paragraph (d) of this clause, and not invoice for any monies previously withheld.

(iii) If the CO 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 CO 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 CO’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 CO has not made a determination in accordance with paragraphs (e)(2)(i), (ii), or (iii) of this clause, the CO 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 CO makes a determination in accordance with paragraphs (e)(2)(i), (ii), or (iii) of this clause.

(v) At any time after the CO directs the Contractor to reduce or discontinue the payment withholding from invoices under this Contract, if the CO determines that the Contractor has failed to correct the significant deficiencies identified in the Contractor’s notification, the CO 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 CO determines that the Contractor has corrected all significant deficiencies as directed by the CO final determination.

**H.16H.17 Business and Management Information and Internal Controls Requirements**

The Contractor shall be responsible for maintaining, as an integral part of its organization, effective systems of management controls for both administrative and programmatic functions. Management controls comprise the plan of organization, methods, and procedures adopted by management to reasonably ensure that: the mission and functions assigned to the Contractor are properly executed; efficient and effective operations are promoted including consideration of outsourcing of functions; resources are safeguarded against waste, loss, mismanagement, unauthorized use, or misappropriation; all encumbrances and costs that are incurred under the contract and fees that are earned are in compliance with applicable clauses and other current terms, conditions, and intended purposes; all collections accruing to the Contractor in connection with the work under this contract, expenditures, and all other transactions and assets are properly recorded, managed, and reported; and financial, statistical, and other reports necessary to maintain accountability and managerial control are accurate, reliable, and timely.

The systems of controls employed by the Contractor shall be documented and satisfactory to the Contracting Officer.

Such systems shall be an integral part of the Contractor's management functions, including defining specific roles and responsibilities for each level of management, and holding employees accountable for the adequacy of the management systems and controls in their areas of assigned responsibility.
The Contractor shall, as part of the internal audit program required elsewhere in this contract, periodically review the management systems and controls employed in programs and administrative areas to ensure that they are adequate to provide reasonable assurance that the objectives of the systems are being accomplished and that these systems and controls are working effectively. Annually, or at other intervals directed by the Contracting Officer, the Contractor shall supply to the Contracting Officer copies of the reports reflecting the status of recommendations resulting from management audits performed by its internal audit activity and any other audit organization. This requirement may be satisfied in part by the reports required under paragraph (i) of 48 CFR 970.5232-3, Accounts, records, and inspection.

The Contractor shall operate and ensure business and management systems accurately collect and report information which:

1. Conforms to Generally Accepted Accounting Principles, Federal Financial Accounting Standards, Cost Accounting Standards, and DOE requirements;

2. Provides accurate, reliable, and auditable financial and statistical data on a timely basis;

3. Ensures accountability for all assets;

4. Supports financial planning and budget formulation, validation, execution, and the recasting or changing of DOE funding or task codes such as budget and reporting classification numbers, program task numbers, and local projects/tasks;

5. Restricts the movement of funds between project baseline summaries (PBS/SPBSs) consistent with Congressional appropriation language;

6. Notifies DOE as soon as possible when potential reprogramming actions are required (e.g., movement of funds between PBSs);

7. Reports financial information for subcontractors as required; and

8. Provides all necessary financial reports, which shall include accumulating and reporting indirect and support costs by function.

The Contractor shall provide the following reports, and any additional data or reports at DOE direction, including requests from the DOE Chief Financial Officer and Office and Environmental Management (EM):

1. Annual Estimated Property Fire Valuation Report;

2. Monthly Contract Funds Status Report (CFSR);

3. Semi-annual Property Reconciliations and Data;


5. Monthly Reconciliations between Invoice Summaries and General Ledger Accounting Excel®, Transaction Data;

6. Fiscal Year-End Requirements and Beginning Fiscal Year Budget Planning Requirements;

7. Annual Institutional Cost Report;

8. Quarterly International Transactions and Foreign Currency Report;
(9) Annual Internal Audit plans with audits consistent with Institute of Internal Audit (IIA) audit standards;

(10) Annual Subcontract Audit plans with audits consistent with IIA and/or Generally Accepted Government Auditing Standards (GAGAS) audit standards;

(11) Quarterly Labor Timekeeping data in Excel® format;

(12) Quarterly P-card transaction reports in Excel® format;

(13) Quarterly Unallowable Cost reports showing costs taken off contract in Excel® format along with invoice credit to the Government directly following;

(14) Monthly Accruals and Supporting Detail;

(15) Quarterly Maintenance of Facilities and Equipment Reports;

(16) Reports and Information Supporting 3rd and 4th Quarter DOE Financial Statement Disclosures;


(18) Annual Management Representation Letter, as required by GAGAS;

(19) Semi-annual Workers’ Compensation Analysis Support;

(20) Monthly Capitalized Property Reports including Software Capitalization;

(21) Monthly General Ledger Summary Reports with Beginning, Period Activity, and Ending Balances by Account in Excel® format;

(22) Annual Inventory Reports and Reconciliations;

(23) Annual Technology Transfer Reports;

(24) Overtime reports and plans as required and requested in Excel® format; and

(25) Conference Management Reports; and.

(26) Quarterly Subcontract report in Excel®.

### H.18 Subcontractor Timekeeping Records Signature Requirement

The Contractor shall obtain subcontractor timecards for hourly employees for non-fixed-price and cost reimbursable subcontracts and non-fixed-price and cost reimbursable sub tiers. Cost reimbursable type subcontracts are defined by FAR 16.301 and non-fixed-price subcontracts are set forth in FAR 16.600 and includes Time-and-Materials and Labor-hour subcontracts. The subcontract and sub tier timecards for these subcontract types must be obtained by the Contractor prior to the Contractor’s payment of the subcontractor costs to the subcontractors and prior to billing DOE for these costs. The timecards must reflect actual hours worked. The subcontractor timecards must be signed by the subcontractor employee and certified by the subcontractor employee’s supervisor prior to the Contractor obtaining them. The subcontractors and sub tiers performing work under cost-reimbursable and non-fixed-price subcontracts shall maintain adequate timekeeping procedures, controls, and processes for billing Government work. The Contractor shall, at least once every three (3) years, conduct a labor audit of cost reimbursable subcontractors and sub tiers. The audit shall be conducted to either Institute of Internal...
Auditors standards (if conducted internally) or GAGAS (if conducted externally), unmodified. This clause shall be flowed down to all cost reimbursable type and non-fixed price subcontracts and sub tiers.

DOE-H-2023 Cost Estimating System Requirements (Oct 2014) (Revised)

(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 DOE 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), performing a Contract in support of a Capital Asset Project (other than a management and operating contract as described at 48 CFR 917.6), as prescribed in CRD 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 CO that paragraphs (d) and (e) of this clause apply.

(d) System requirements.

(0)(1) The Contractor shall disclose its estimating system to the CO, 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.

(0)(2) An estimating system disclosure is acceptable when the Contractor has provided the CO with documentation no later than 60 days after NTP 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.

(0)(3) The Contractor shall:

(i) Comply with its disclosed estimating system; and

(ii) Disclose significant changes to the cost estimating system to the CO on a timely basis.

(0)(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 CO 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 FAR Federal Acquisition Regulation (48 CFR chapter 1) and DEAR (48 CFR chapter 9).

(c) Significant deficiencies.

(1) The CO 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 CO 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 CO will evaluate the Contractor’s response or the Contractor’s lack of response and notify the Contractor, in writing, of the CO’s final determination concerning:

(i) Remaining significant deficiencies;

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

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

(f) If the Contractor receives the CO’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 CO makes a final determination to disapprove the Contractor’s estimating system, and the contract includes the Section H clause entitled, Contractor Business Systems, the CO will withhold payments in accordance with that clause.

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“Acceptable earned value management system” means an earned value management system that generally complies with system criteria in paragraph (b) of this clause.

“Earned value management system” means an earned value management system that complies with the earned value management system guidelines in the Electronic Industries Alliance (EIA)-ANSI/EIA-748.

“Over Target Baseline” means an overrun to the Contract Budget Base (CBB) which is formally incorporated into the Performance Measurement Baseline (PMB) for management purposes.

“Over Target Schedule” means the term used to describe a condition where a baseline schedule is time-phased beyond the contract completion date.

“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) System criteria. In the performance of this contract, the Contractor shall use:

(1) An Earned Value Management System (EVMS) that complies with the EVMS guidelines in the EIA Standard 748, EVMS: American National Standards Institute/Electronic Industries Alliance Standard 748, EVMS (ANSI/EIA-748, current version at time of award); and

(2) Management procedures.

(i) Management procedures provide for generation of timely, reliable, and verifiable information for DOE Integrated Program Management Report (IPMR) data item of this contract.

(ii) The Contractor shall use Department of Defense’s Data Item Description (DID) Integrated Program Management Report (IPMR), DL–MGMT–81861, (current version at time of award), which contains data for measuring cost and schedule performance for this DOE contract. The report’s structure has seven formats that contain the content and relationships required for electronic submissions. DOE does not use section 2.8, Applicability of DL–MGMT–81861, for electronic data submissions; in lieu of this section, the Contractor shall use Project Assessment and Reporting System (PARS II). Data shall be submitted by the Contractor electronically by uploading the data into the PARS II in accordance with the “Contractor Project Performance Upload Requirements” document maintained by the DOE Office of Acquisition and Project Management (OAMOAPM). All requested data shall be submitted timely and accurately, and shall be current as of the close of the previous month’s accounting period.

(c) If the Contractor has one or more DOE contracts valued at $20,000,000 or greater per contract for a total contract value of $50,000,000 or more which support DOE Capital Asset Projects, the Contractor shall use an EVMS that has been determined to be acceptable by DOE. If, at the time of award, the Contractor’s EVMS has not been determined by DOE to be in compliance with the EVMS guidelines as stated in paragraph (b)(1) of this clause, the Contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in the Contractor’s EVMS plan.

(d) If this contract has a total value of less than $50,000,000 and does not meet the condition described at (c) above, the Government will not make a formal determination that the Contractor’s EVMS complies with the EVMS guidelines in ANSI/EIA-748 with respect to the contract. The use of the Contractor’s EVMS for this contract does not imply a Government determination of the Contractor’s compliance with the EVMS guidelines in ANSI/EIA-748 for application to future contracts.
(e) The Contractor shall submit notification of all proposed changes to the EVMS procedures and the impact of those changes to DOE. If this contractor has one or more contracts in support of DOE Capital Asset Projects and the total contract values are $20,000,000 or greater per contract for total contract values of $50,000,000 or more, unless a waiver is granted by DOE, any EVMS changes proposed by the Contractor require approval of DOE prior to implementation. DOE will advise the Contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the Contractor’s notice of proposed changes. If DOE waives the advance approval requirements, the Contractor shall disclose EVMS changes to DOE at least 14 calendar days prior to the effective date of implementation.

(f) Integrated baseline reviews.

(1) The purpose of the integrated baseline reviews (IBR) is to verify the technical content and the realism of the related performance budgets, resources, and schedules. It should provide a mutual understanding of the inherent risks in the Offerors’/contractors’ performance plans and the underlying management control systems, and it should formulate a plan to handle these risks. DOE and the Contractor will use the IBR process described in the National Defense Industrial Association Program Management Systems Committee Integrated Baseline Review (NDIA PMSC IBR) Guide (current version at time of award).

(2) The Government will schedule IBRs as early as practicable, and the review process will be conducted not later than 180 calendar days after:

(i) Contract award;

(ii) The exercise of significant contract options; and

(iii) The incorporation of major modifications.

During such reviews, the Government and the Contractor will jointly assess the Contractor’s baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(g) The Contractor shall provide access to all pertinent records and data requested by the CO or duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS complies, and continues to comply, with the performance criteria referenced in paragraph (b) of this clause.

(h) When indicated by contract performance, the Contractor shall submit a request for approval to initiate an over-target baseline or over-target schedule to the CO. The request shall include a top-level projection of cost and/or schedule growth, a determination of whether or not performance variances will be retained, and a schedule of implementation for the rebase lining. The Government will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).

(i) Significant deficiencies.

(1) The CO 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 CO that identifies significant deficiencies in the Contractor’s EVMS. 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 CO will evaluate the Contractor’s response or the Contractor’s lack of response and notify the Contractor, in writing, of the CO’s final determination concerning:

(i) Remaining significant deficiencies;

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

(iii) System noncompliance, when the Contractor’s existing EVMS fails to comply with the earned value management system guidelines in the ANSI/EIA-748; and

(iv) System disapproval, if initial EVMS validation is not successfully completed within the timeframe approved by the CO, or if the CO determines that the Contractor’s EVMS contains one or more significant deficiencies in high-risk guidelines in ANSI/EIA-748 standards (guidelines 1, 3, 6, 7, 8, 9, 10, 12, 16, 21, 23, 26, 27, 28, 30, or 32). When the CO determines that the existing EVMS contains one or more significant deficiencies in one or more of the remaining 16 guidelines in ANSI/EIA-748 standards, the CO will use discretion to disapprove the system based on input received from the OAMDOE Office of Acquisition and Project Management or the DOE Program Office, herein referred to as the functional specialists.

(4) If the Contractor receives the CO’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.

(j) Withholding payments. If the CO makes a final determination to disapprove the Contractor’s EVMS, and the contract includes the Section H clause entitled, Contractor Business Systems, the CO will withhold payments in accordance with that clause.

(k) With the exception of paragraphs (i) and (j) of this clause, for contracts valued at $20 million or more requiring EVMS, the contractor shall flow down appropriate EVMS requirements to its subcontractors in order for the contractor to meet all requirements of this clause.

(l) Adopting previous contractor’s previously-certified earned value management (EVM) process. If the Contractor plans to adopt the existing system from the previous Contractor or DOE-site, the Contractor is responsible for the system and shall comply with the system requirements required in this clause. The existing system shall utilize the same DOE-approved EVM Process Description and the same EVM training as the previous system. The Contractor shall:

(1) Identify the corporate entity which owns the certified EVM process and provide the certification documentation;

(2) Obtain DOE prior approval or Advanced Agreement including DOE approval of process changes and joint surveillance;

(3) Be responsible for compliance with the system criteria required in paragraph (b) of this clause; and

(4) Be responsible for correcting any significant deficiencies previously identified to the previous contractor by the CO in accordance with paragraph (i) of this clause. Within 45 days after receiving a copy of the previous contractor’s final determination, the Contractor shall follow paragraph (i)(4) and either correct any significant deficiencies or submit an acceptable corrective
action plan. The CO, or designee, will provide a copy of the previous Contractor’s final
determination.

DOE-H-2025 Accounting System Administration (Oct 2014)

(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 DOE 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 CO documentation that its accounting system meets the system criteria in paragraph (c) of this
clause no later than 60 days after NTP 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 entitled, 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 CFR31 entitled, 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 CO 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 CO 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 does not respond in writing within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.

(3) The CO will evaluate the Contractor’s response or the Contractor’s lack of response and notify the Contractor, in writing, of the CO final determination concerning:
   (i) Remaining significant deficiencies;
(ii) The adequacy of any proposed or completed corrective action; and

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

(e) If the Contractor receives the CO’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 CO makes a final determination to disapprove the Contractor’s accounting system, and the Contract includes the Section H clause entitled, Contractor Business Systems, the CO will withhold payments in accordance with that clause.

**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 DOE 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 CO documentation that its purchasing system meets the system criteria in paragraph (c) of this clause no later than 60 days after NTP contract award. Failure to maintain an acceptable purchasing system, as defined in this clause, may result in disapproval of the system by the CO and/or withholding of payments.

(c) System criteria.

**Consistent with the requirements in FAR, the Contractor's purchasing system shall:**

1. Have an adequate system description including policies, procedures, and purchasing practices that comply with the FAR (48 CFR Chapter 1) and the DEAR/DOE Acquisition Regulation (48 CFR Chapter 9);

2. Ensure that all applicable purchase orders and subcontracts contain all flow down 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 initial NTP contract award;

(8) Evaluate price, quality, delivery, technical capabilities, and financial capabilities of competing vendors to ensure fair and reasonable prices in accordance with 48 CFR 15.404-1;

(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 in accordance with 48 CFR 15.404-3;

(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 in accordance with 48 CFR 16 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 flow down 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 USC 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 flow down clauses, as required by 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 CO, 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 CO 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 CO 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 does 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 CO will evaluate the Contractor’s response or the Contractor’s lack of response and notify the Contractor, in writing, of the CO’s final determination concerning:

      (i) Remaining significant deficiencies;

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

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

(e) If the Contractor receives the CO’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 CO makes a final determination to disapprove the Contractor’s purchasing system, and the contract includes the Section H clause entitled, Contractor Business Systems, the CO will withhold payments in accordance with that clause.


(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 DOE 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 CO documentation that its property management system meets the system criteria in paragraph (c) of this clause no later than 60 days after NTP contract award. Failure to maintain an acceptable property management system, as defined in this clause, may result in disapproval of the system by the CO 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 CO 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 CO 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 does 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 CO will evaluate the Contractor’s response or the Contractor’s lack of response and notify the Contractor, in writing, of the CO’s final determination concerning:

   i. Remaining significant deficiencies;

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

(e) If the Contractor receives the CO’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 CO makes a final determination to disapprove the Contractor’s property management system, and the contract includes the Section H clause entitled, Contractor Business Systems, the CO will withhold payments in accordance with that clause.

DOE Corporate Clauses other than CHRM or Business Systems


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. The Contractor shall support preparation of DOE responses to DNFSB issues and recommendations which affect or can affect Contract work. Based on the CO’s direction, the Contractor shall fully cooperate with the DNFSB and provide access to such work areas, personnel, and information as necessary. 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.25 DOE-H-2010 Sustainable Acquisitions under Janitorial Services Contracts (Oct 2014) (Revised)

Pursuant to Executive Orders 13693, Planning for Federal Sustainability in the Next Decade, 13423, Strengthening Federal Environmental, Energy and Transportation Management, and 13514, Federal Leadership in Environmental, Energy, and Economic Performance, DOE is committed to managing its facilities in a manner that will promote the natural environment and protect the health and wellbeing of its Federal employees and contractor service providers. It is anticipated that the contractor will use Affirmative Procurement Program materials for this service contract. This will include paper products containing recovered material as designated by the Environmental Protection Agency (EPA). Additional information on this program may be found at http://www.usda.gov/biopreferred. This also includes use of bio-based cleaning supplies designated by the United States Department of Agriculture (USDA) under the BioPreferred Products Program. Additional information about this program may be found at http://www.biopreferred.gov/. While no formal reporting is required by the contractor, the Department is required to provide an annual report on such matters and may request information regarding estimates of the quantities of such materials used under the contract.

As part of this solicitation, the Offeror will be asked elsewhere to submit these certifications:

- 52.223-1 Biobased Product Certification (May 2012-Dec 2007)
- 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (September 2013)
- 52.223-4 Recovered Material Certification (May 2008)
- 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (May 2008)
In case of an apparent inconsistency between this provision and any specification elsewhere in the contract, consult the CO for resolution.

**H.26 DOE-H-2011 Sustainable Acquisitions under Contracts for Personal Computers (Silver Rating) (Oct. 2014) (Revised)**

Pursuant to Executive Order 13693, *Planning for Federal Sustainability in the Next Decade* Orders 13423, Strengthening Federal Environmental, Energy and Transportation Management, and 13514, Federal Leadership in Environmental, Energy, and Economic Performance, DOE is committed to managing its facilities in a manner that will promote the natural environment and protect the health and wellbeing of its Federal employees and Contractor service providers. It is anticipated that the Contractor, when supplying personal computer equipment hereunder, shall ensure that the equipment is rated at least silver pursuant to IEEE 1680 Standard for the Electronic Product Environmental Assessment of Personal Computer Products as set forth at 48 CFR 52.223-16 Alternate I, *Acquisition of EPEAT®-Registered Personal Computer Products* (Oct. 2015).

**H.27 DOE-H-2012 Sustainable Acquisitions under DOE Construction Contracts (Oct 2014) (Revised)**

Pursuant to Executive Order 13693, *Planning for Federal Sustainability in the Next Decade* Orders 13423, Strengthening Federal Environmental, Energy and Transportation Management, and 13514, Federal Leadership in Environmental, Energy, and Economic Performance, DOE is committed to managing its facilities in an environmentally preferable manner that will promote the natural environment and protect the health and wellbeing of its Federal employees and contractor service providers. In the performance of work under this contract, the Contractor shall exert its best efforts to provide its services in a manner that will promote the natural environment and protect the health and wellbeing of Federal and contract employees at the facility. Sustainable acquisition or environmentally preferable contracting has several interacting initiatives. Among the initiatives are the following:

- Recycled Content Products, described at [http://epa.gov/cpg](http://epa.gov/cpg).

To the extent that the services provided by the Contractor require provision of any of the above types of products, the Contractor is expected to provide the sustainable, environmentally-preferable type of product unless that type of product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost-efficient in the case of energy consuming products, or does not meet reasonable performance standards. The clauses at FAR 52.223-2 entitled, *Affirmative Procurement of Biobased Products under Service and Construction Contracts*, FAR 52.223-15 entitled, *Energy Efficiency in Energy Consuming Products*, and FAR 52.223-17 entitled, *Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts*, in Section I of this Contract, require the
use of products that have bio-based content, are energy efficient, or have recycled content. Where conflicting product requirements are encountered, the order of precedence is first recycled content, second bio-based content and third energy efficient.

In case of an apparent inconsistency between this provision and any specification elsewhere in the contract, consult the CO for resolution.

**DOE-H-2015 Separate Corporate Entity (Oct 2014)**

The Contractor under this Contract shall be a separate corporate entity from its parent company(s). The separate corporate entity may be a partnership or joint venture. The separate corporate entity must be set up solely to perform this Contract, and shall be totally responsible for all Contract activities. The separate corporate entity shall perform no other commercial work or work for other Government agencies except as may be authorized under the terms of this contract. The Contractor shall not utilize or otherwise divert contract employees to other corporate work except as may be authorized under the terms of the contract or as otherwise authorized by the CO.


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 entitled, Performance Guarantee Agreement.

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 CO.

If the Contractor is a subsidiary or affiliate of a parent organization, the Contractor shall identify below the name, address, phone number, facsimile number and email address of the parent organization guaranteeing the Contractor’s performance. If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the Contractor’s multi-member and/or shared ownership must include at least one entity with an ownership interest of 51% or greater, and the name, phone number, facsimile number, and email address of the entity with a 51% or greater interest shall be identified below:

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

Should the majority interest or the contact information change during the period of the Contract, the Contractor shall promptly notify the CO in writing of the change.
The Contractor has provided a guarantee of performance from its parent company(s) in the form set forth in Section J, Attachment J-5 entitled, Performance Guarantee Agreement. The individual signing the Performance Guarantee Agreement for the parent company(s) should be the Responsible Corporate Official. The Responsible Corporate Official is the person who has sole corporate (parent company(s)) authority and accountability for Contractor performance. DOE may contact, as necessary, the single Responsible Corporate Official identified below regarding Contract performance issues.

Responsible Corporate Official:
Name: ____________________________________________________
Position:  ____________________________________________________
Company/Organization: _________________________________________
Address:  ______________________ ______________________________
Phone: ____________________________________________________
Facsimile: _________ ___________________________________________
Email: ____________________________________________________

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

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

Corporate Board of Directors:
Name: ____________________________________________________
Position:  ____________________________________________________
Company/Organization: _________________________________________
Address:  ______________________ ______________________________
Phone:_____________________________________________________
Facsimile: _________ ___________________________________________
Email: ____________________________________________________

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

The Contractor shall design, develop, or adopt or recommend the amendment of the following systems of records on individuals to accomplish an agency function pursuant to the Section I clause FAR 52.224-2-entitled, Privacy Act.
<table>
<thead>
<tr>
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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 CO prior to contract award or as soon as the discrepancy is discovered. The Contractor shall monitor the identified systems and notify the CO 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 Contractors must review the list annually and notify the CO, in writing, that the list is accurate and up to date.

The above list shall be revised by mutual agreement between the contractor and the CO, in consultation with the local Privacy Act Officer (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 entitled, 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 home page.

FAR 52.224-1 entitled, Privacy Act Notification, and FAR 52.224-2 entitled, Privacy Act, 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 the Section H clause above identifying system of record DOE-33, Personnel Medical Records, along with language on records turnover when employees terminate. Subcontracts must also contain scope requirements necessary to ensure DOE and contractor compliance with applicable records management and Privacy Act requirements.

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 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, operations manuals, flowcharts, software, databases and any other information necessary for of 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 DEAR 970.5227-1FAR 52.227-147 entitled, Rights in Data-Facilities. The Contractor shall ensure that its subcontractors and licensees 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 any time 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.


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 PAAA reporting process that meets applicable DOE standards. The Contractor shall be accountable for ensuring that subcontractors adhere to these requirements.


(a) Imminent Health and Safety Hazard is a given condition or situation, which, if not immediately corrected, could result in 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 (e.g., directing the operator/implementer of the activity or process causing the imminent hazard to stop work, initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect 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(s) should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the CO.

(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 CO, pursuant to FAR 52.242-15 clause-entitled, *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 CO” in all subcontracts.

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**H.38H.35 DOE-H-2033 Alternative Dispute Resolution (Oct 2014)**

(a) 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 entitled, *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 as 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 CO, and the CO 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 CO 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 CO’s final decision under the clause at FAR 52.233-1 entitled, *Disputes*, their use does not alter any of the
time limitations or procedural requirements for filing an appeal of the CO’s final decision and does not constitute reconsideration of the final decision.

(c) If the CO rejects the Contractor’s request for ADR proceedings, the CO 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 CO’s request to use ADR procedures, the Contractor shall provide the CO with the reasons for rejecting the request.

H.34H.36 **DOE-H-2034 Contractor Interface with Other Contractors and/or Government Employees (Oct. 2014) (Revised)**

The Government may award contracts to other contractors for work to be performed at a DOE-owned or DOE-controlled site or facility. The Contractor shall cooperate fully with all other onsite DOE contractors and Government employees. The Contractor shall coordinate its own work with such other work as may be directed by the CO or a duly authorized representative as determined by the CO. The Contractor shall not commit an act or permit any act that will interfere with the performance of work by any other contractor or by a Government employee and seek CO direction if there is an unresolved conflict.

H.32H.37 **DOE-H-2035 Organizational Conflict of Interest Management Plan (Oct. 2014) (Revised)**

Within 15 days after the NTP, the Contractor shall submit to the CO 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 (Alt I), entitled, 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 CO. The resolution of potential or actual conflicts of interest that exist or may arise during contract performance shall be documented as part of the Plan.

(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 CO 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.38 DOE-H-2041 Sustainable Acquisition under DOE Service Contracts (Oct 2014)**

(Revised)

(a) **Pursuant to** Executive Order 13693, *Planning for Federal Sustainability in the Next Decade*, Executive Orders 13423, *Strengthening Federal Environmental, Energy and Transportation Management*, and 13514, *Federal Leadership in Environmental, Energy, and Economic Performance*, DOE is committed to managing its facilities in a manner that will promote the natural environment and protect the health and wellbeing of its Federal employees and contractor service providers. The Contractor shall use its best efforts to support DOE in meeting those commitments, including sustainable acquisition or environmentally preferable contracting which may involve several interacting initiatives, such as:

1. **Alternative Fueled Vehicles and Alternative Fuels;**
2. **Bio-based Content Products (USDA Designated Products);**
3. **Energy Efficient Products;**
4. **Non-Ozone Depleting Alternative Products;**
5. **Recycled Content Products (EPA Designated Products);** and
6. **Water Efficient Products (EPA WaterSense Labeled Products).**

(b) The Contractor should become familiar with these information resources:


(c) If, in the course of providing services at the DOE site, the Contractor’s services necessitate the acquisition of any of the above types of products, it is expected that the Contractor shall acquire the sustainable, environmentally-preferable models unless the product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost-efficient in the case of energy consuming products, or does not meet reasonable performance standards. While there is no formal reporting, DOE prepares a sustainable acquisition annual report and the Contractor may be asked by the CO to provide information in support of DOE’s report.
H.33H.39 DOE-H-2043 Assignment and Transfer of Prime Contracts and Subcontracts (Oct 2014) (Revised)

(a) Assignment and Transfer of other DOE Prime Contracts. During the period of performance (POP) of this contract, it may become necessary for the DOE to transfer and assign existing or future DOE prime contracts in whole or in part supporting site work to this contract. The Contractor shall accept the transfers and assignments of contracts. Transfer and assignment of prime contracts to the Contractor, if any, will be for administration purposes, and once transferred, will become subcontracts to the Contractor. Any recommendations and/or suggestions on individual transfers shall be submitted in writing to the CO prior to the transfer or assignment.

(b) Assignment and Transfer of this Prime Contract. During the POP of this Contract it may become necessary for the DOE to transfer and assign in whole or in part this Contract to another DOE contractor. The Contractor shall accept the transfers and assignment. Transfer and assignment, if any, will be for administration purposes, and once transferred, will become a subcontract to the assignee. Any recommendations and/or suggestions on individual transfers shall be submitted in writing to the CO prior to the transfer or assignment.

(c) Transfer and Assignment of Subcontracts. The Contractor agrees to transfer and assign or accept transfer and assignment of existing subcontracts, including lower-tier subcontracts as determined necessary by DOE for continuity of operations. The transfer and assignment may be to or from another contractor or to or from DOE as a prime contractor. Transfer or assignment of subcontracts to or from the Contractor, if any, will be for administration purposes, and once transferred, will become subcontracts to the Contractor. 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 CO in writing. This Clause is required as a flow-down clause in all subcontracts. DOE reserves the right to direct the Contractor to transfer to DOE or another Contractor any subcontract awarded under this contract.

(d) The requirements of this clause are required as a flow-down clause in all subcontracts.

H.34H.40 DOE-H-2045 Contractor Community Commitment (Oct 2014) (Revised)

(a) The Contractor shall submit to DOE an annual plan for community commitment activities and report on program progress semi-annually.

(b) The Contractor’s annual plan for community commitment activities will identify those meaningful actions and activities that it intends to implement within the surrounding counties and local municipalities. The Contractor may engage in any community actions or activities it determines meets the objectives of DOE’s community commitment policy. Actions and activities in the areas listed below are representative of the areas in which the Contractor may choose to perform.
However, the list is not all-inclusive and is not intended to preclude the Contractor from initiating and performing other constructive community activities nor involvement in charitable endeavors it deems worthwhile.

(1) 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 contractor employees to schools, colleges, and universities. Regional educational outreach programs could involve providing contractor employees the 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.

(2) Regional purchasing programs. The Contractor may conduct business alliances with regional vendors. These alliances may include training and mentoring programs to enable regional vendors to compete effectively for 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 Contractor and DOE. These alliances may also serve to encourage the formation of regional trade associations, which will better enable regional businesses to satisfy the Contractor’s needs.

The Contractor may 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 contract requirements.

(3) Community support. The Contractor may directly sponsor specific local community activities or sponsor individual employees 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 its organization.

(c) The Contractor may use fee dollars to pay for its community commitment actions, as it deems appropriate. All costs to be incurred by the Contractor for community commitment actions and activities are unallowable and non-reimbursable under the contract.

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

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 CO for approval within 60 calendar days after the NTP. Once the diversity plan is approved by the CO, the Contractor shall implement the diversity plan within 30 calendar days of its approval by the CO.

(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 that demonstrate a commitment to a diversity program, including recruitment strategies for hiring a diverse workforce. The diversity program shall also address, at a minimum, the Contractor’s approach for promoting diversity through (1) the Contractor’s workforce; (2) educational outreach, including a mentor/protégé program, and businesses; (3) stakeholder involvement and outreach; (4) subcontracting; and (5) economic development.

(c) An annual diversity report shall be submitted pursuant to Section J, Attachment J-10 entitled, "Contract 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 CO’s approval.

In implementation of the clause DEAR 952.204-75 entitled, "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 CO 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 CO will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

In accordance with the clause FAR 52.219-9 entitled, "Small Business Subcontracting Plan," the master subcontracting plan contained in Section J, Attachment J-6 entitled, "Small Business Subcontracting Plan," is hereby incorporated into and made a part of this contract.

Prior to the beginning of each Government fiscal year, or other period as required by the CO, the Contractor shall submit an individual subcontracting plan containing the annual subcontracting goals required by the clause FAR 52.219-9 entitled, "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 CO’s approval, and the approved plan is incorporated by reference into the contract.

The following additional contractor representations, certifications, and other statements of the offeror pursuant to the clause at FAR 52.204-8 entitled, "Annual Representations, and Certifications and Other Statements are, the Contractor’s Online Representations and Certifications Application (ORCA) dated [insert date] is hereby incorporated into the contract by reference:

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<tr>
<th>Name of the Representations, Certifications and Other Statements</th>
<th>Date</th>
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(b) The Contractor, by signing this contract, certifies that it has verified that its ORCA submission incorporated by reference into this contract pursuant to paragraph (a) above is current, accurate, complete, and applicable to this contract.

H-44 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 CO 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 CO 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 CO 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.

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.
HANFORD MISSION ESSENTIAL SERVICES CONTRACT – FINAL RFP–DRAFT
SOLICITATION NO. 89303318REM000007

SECTION H

**H.49H.45 DOE-H-2061 Change Order Accounting (Oct 2014)**

The Contractor shall maintain change order accounting whenever the estimated cost of a change or series of related changes exceeds $100,000. The Contractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the CO or the matter is conclusively disposed of in accordance with the Disputes clause.


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

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

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

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

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

(e) Upon request of the CO, the Contractor shall supply the Government with reports itemizing the confidential or proprietary information it receives under this contract and identify the source (company, companies or other organizations) of the information.
(f) The Contractor agrees to flow down this clause to all subcontracts issued under this contract.


(a) Acquisition of Information Technology. The Government may provide information technology equipment, existing computer software (as described in 48 CFR 27.405), and third party services for the Contractor’s use in the performance of the contract; and the CO 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 CO. Should the Contractor propose to acquire information technology equipment, existing computer software, or third party services, the Contractor shall provide to the CO justification for the need, including a complete description of the equipment, software or third party service to be acquired, and a lease versus purchase analysis if appropriate.

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

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

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

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

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

(g) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified elsewhere in the contract.

H.48 Communication and Information Management Requirements

Work Technology Accessibility Standards (Section 508) All work performed by the Contractor is expected to be of the highest quality in terms of accuracy, completeness, and timeliness and must meet or exceed the requirements of Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended in 1998. All Electronic and Information Technology (EIT), as defined at FAR 2.101, supplied under this Contract, must conform to the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology Accessibility Standards (36 CFR 1194). The applicable standards are available at https://www.access-board.gov. All work performed by the Contractor must conform to the success criteria listed in the Web Content Accessibility Guidelines (WCAG) 2.0. This information can be found at: https://www.w3.org/WAI/WCAG20/quickref/ and https://www.w3.org/WAI/intro/wcag20. Contractors must meet or exceed the current requirements of Section 508 of the Rehabilitation Act and 36 CFR 1194 and ensure that all work performed for the government will meet or exceed regulatory provisions—§§ 1194.1, Purpose, and 1194.2, Application,
and the appendices accompanying Part 1194, which, in turn, set forth the scoping and technical requirements for the revised Section 508 Standards and Section 255 Guidelines.

If the CO determines that any furnished product or service is not in compliance with the Contract, the CO will promptly inform the Contractor in writing. The Contractor shall, at no cost to the Government, repair or replace the non-compliant products or services within the period of time specified by the CO. If the repair or replacement is not completed within the time specified, the CO may:

1. Cancel the Contract, delivery or task order, purchase, or line item without termination liabilities; or

2. In the case of custom EIT/Information and Communication Technology (ICT) being developed under this Contract, have any necessary changes made or repairs performed by Government employees or by another contractor and the Contractor must reimburse the Government for any expenses incurred thereby.

3. For every EIT/ICT product or service accepted under this Contract by the Government that does not comply with 36 CFR 1194 and/or the Section 508 of the Rehabilitation Act, the Contractor must, at the discretion of the CO, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service, or on the Contract renewal date, whichever occurs first.

DOE-H-2068 Conference Management (Oct 2014)

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) For the purposes of this clause, “conference” is defined in Attachment 2 to the Deputy Secretary’s memorandum of August 17, 2015, entitled Updated Guidance on Conference-Related Activities and Spending.

(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-management and operating 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); or
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 CO.

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

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) 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 provides 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; and
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.44H.50 DOE-H-2069 Payments for Domestic Extended Personnel Assignments (Oct 2014)**

(a) Definition. For purposes of this clause, “domestic extended personnel assignments” are defined as any assignment of contractor personnel to a domestic location different than their permanent duty station for a period expected to exceed 30 consecutive calendar days.

(b) For domestic extended personnel assignments, the Contractor shall be reimbursed the lesser of temporary relocation costs (Temporary Change of Station allowances as described in the Federal Travel Regulation at §302-3.400 - §302-3.429) or a reduced per diem (Extended Travel Duty) in accordance with the allowable cost provisions of the contract and the following:

1. When a reduced per diem method (Extended Travel Duty) is utilized, the allowances are as follows:
   
   (i) Lodging. For the first 60 days and last 30 days of the assignment, the Government will reimburse costs associated with lodging at the lesser of actual cost or 100 percent of the Federal per diem rate at the assignment location. The intervening days’ lodging will be reimbursed at the lesser of actual cost or 55 percent of Federal per diem.

   (ii) Meals and Incidental Expenses. For the first 30 days and last 30 days of the assignment, the Government will reimburse costs associated with meals and incidental expenses (M&IE) at the lesser of actual cost or 100 percent of the Federal per diem rate at the assignment location. The intervening days M&IE will be reimbursed at the lesser of actual cost or 55 percent of Federal per diem.

2. The Government will not reimburse any costs associated with per diem (except for en route travel) unless the contractor employee maintains a residence at the permanent duty station.

3. The Government will not reimburse costs associated with salary premiums, per diem, lodging, or other subsidies for contractor employees on domestic extended personnel assignments after three (3) years (except for the reimbursements described above during the last 30 days of the assignment).

4. If an assignment has breaks within a three-year period, the calculation of the total length of the assignment will be as follows: If the break between assignments is less than 12 months, the Government will consider the assignment continuous for purposes of the three (3)-year clock. For instance, if a contractor employee completes a two (2)-year assignment at location A and returns to his/her permanent duty station for 12 months, a subsequent new two (2)-year assignment back to location A will restart the three-year clock. The assignments will be considered two separate two (2)-year assignments. On the other hand, if in the previous example the employee’s return to his/her permanent duty station was for six months, the Government would consider the second assignment to be a continuation of the first for purposes of the three (3)-year rule.
(5) The Government will not reimburse costs associated with salary premiums that exceed 10 percent.

(6) The Contractor shall include the substance of this clause in all subcontracts in which travel will be reimbursed at cost.

DOE-H-2070 Key Personnel – Alternate I (Oct 2014) (Revised)

(a) Pursuant to the clause DEAR 952.215-70 entitled, Key Personnel, the required key personnel for this Contract are identified below (Table H-41):

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<tr>
<th>Name</th>
<th>Position</th>
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</thead>
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<tr>
<td>[Offeror Fill-In]</td>
<td>Program Manager</td>
</tr>
<tr>
<td>[Offeror Fill-In, if applicable]</td>
<td>Manager of Safeguards and Security and Emergency and First Responders</td>
</tr>
<tr>
<td>[TBD]</td>
<td>Chief of Hanford Fire</td>
</tr>
<tr>
<td>[Offeror Fill-In, if applicable][TBD]</td>
<td>Chief of Hanford Patrol</td>
</tr>
<tr>
<td>[Offeror Fill-In, if applicable]</td>
<td>Chief of Hanford Fire[Offeror Fill-In, if applicable]</td>
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<td>[Offeror Fill-In, if applicable]</td>
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<td>TBD = To Be Determined[Offeror Fill-In, if applicable]</td>
<td>[Offeror Fill-In, if applicable]</td>
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</tbody>
</table>

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

(b) Key personnel team requirements. The CO and designated COR(s) shall have direct access to the key personnel assigned to the contract. All key personnel shall be assigned full--time to their respective positions and physically located on the Hanford Site or within the Tri-Cities and local surrounding areas, area.

(1) The Contractor shall notify the CO and request approval in writing at least 60 days in advance of any changes to key personnel. This notification constitutes reasonably in advance, as required by DEAR 952.215-70(a)(1).

(2) No key person position shall remain vacant for a period more than 30 days following CO approval of a change in key personnel or Contractor will be subject to reduction of fee according to (c)(1) or (c)(2) below respective to the key position vacated.

(3) Approval of changes to key personnel is at the unilateral discretion of the CO.
(e)(b) Definitions. In addition to the definitions contained in the clause DEAR 952.215-70, the following shall apply:

1. **Key personnel** are considered “managerial personnel” under the clause DEAR 952.231-71, entitled, Insurance – Litigation and Claims.

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

3. For the purposes of this Clause, “Beyond the Contractor’s Control,” is defined as an event for which the Contractor lacked legal authority or ability to prevent “Changes to Key Personnel”.

(c) Contract fee reductions for changes to key personnel.

Any key person change according to the definition for “Changes to Key Personnel” above shall be subject to reduction of fee according to (c)(1) or (c)(2) below respective to the key position vacated.

1. Notwithstanding the approval by the CO, any time the Program Manager is removed, replaced, or diverted within two years of being placed in the position, the earned fee under the contract may be permanently reduced by $500,000 for each and every such occurrence. A change to key person, other than the Program Manager, “Beyond the Contractor’s Control” shall not result in a permanent reduction of fee under this subsection.

2. Notwithstanding the approval by the CO, any time a key person other than the Program Manager is removed, replaced, or diverted within two (2) years of being placed in the position, the earned fee may be permanently reduced by $100,000 for each and every such occurrence. A change to a key person, other than the Program Manager, “Beyond the Contractor’s Control” shall not result in a permanent reduction of fee under this subsection.

3. The Contractor may request in writing that the CO 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 CO shall have the unilateral discretion to make the determination to waive all or part of the reduction in earned fee.

(d) ReassignmentRemoval of Safety Chief of Hanford Fire and Chief of Hanford PatrolSecurity key personnel.

Notwithstanding the Section G clause, DOE-G-2008 Non-Supervision of Contractor Employees, at the unilateral discretion of DOE, the CO may direct immediate reassignment of the Chief of Hanford Fire Removal of any or the Chief of Hanford Patrol all Safety and Security key personnel from their respective position(s). In the event of reassignment/removal, the Contractor shall immediately appoint an interim key person and obtain concurrent approval by the CO. Within six (6) months of the reassignment/removal, the Contractor shall propose a new key person and request written approval from the CO.

(e) As part of Transition, the Contractor shall provide a Transition Plan that includes the resumes for proposed persons to fill the positions of the Chief of Hanford Fire and Chief of Hanford Patrol. DOE will review the proposed persons in the Transition Plan, and upon DOE approval of the Transition Plan, the proposed persons will be designated as Key Personnel.
DOE-H-2072 Use of Government Vehicles by Contractor Employees  
(Oct. 2014)

(a) The Government will provide Government-owned and/or Government-leased motor vehicles for 
the Contractor’s use in performance of this contract in accordance with the clause FAR 52.245-1-
entitled, Government Property and FAR 52.251-2-entitled, Interagency Fleet Management System 
(IFMS) Vehicles and Related Services.

(b) The Contractor shall ensure that its employees use and operate Government-owned and/or 
Government-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 CO.
(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 FAR 52.223-18-entitled, 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 CO.

(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 
Government-leased vehicles are to be provided for use by subcontractor employees.

DOE-H-2075 Prohibition on Funding For Certain Nondisclosure 
Agreements (Oct 2014)

The Contractor agrees that:
(a) No cost associated with implementation or enforcement of nondisclosure policies, forms or agreements shall be allowable under this Contract if such policies, forms or agreements do not contain the following provisions: These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive Orders and statutory provisions are incorporated into this agreement and are controlling.

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

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

DOE-H-2076 Lobbying Restrictions (Oct 2014)

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

DOE-H-2078 Multifactor Authentication for Information Systems

The Contractor shall take all necessary actions to achieve multifactor authentication (MFA) for standard and privileged user accounts of all classified and unclassified networks. In so doing, the Contractor shall comply with the requirements and procedures established in the document "U.S. Department of Energy Multifactor Authentication Implementation Approach" and its appendices as determined by the Contracting Officer.

DOE-H-2080 Workplace Substance Abuse Programs at DOE Sites (Apr 2018)

(a) Program implementation. The Contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.

(b) Remedies. In addition to any other remedies available to the Government, the Contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the Contractor subject to: the suspension of contract payments, or, where applicable, a reduction in award fee; termination for default; and suspension or debarment.

(c) Subcontracts.
(1) The Contractor agrees to notify the Contracting Officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the Contractor believes may be subject to the requirements of 10 CFR part 707, unless the CO agrees to a different date.

(2) The DOE Prime Contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The DOE Prime Contractor shall review and approve each subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.

(3) The Contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

Other Clauses

**H.49H.57** Subcontracted Work

The Contractor shall subcontract (in accordance with the definition at FAR Subpart 44.1) at least 40 percent of the Total Contract Value at time of Contract award (exclusive of the maximum value under the Indefinite Delivery/ Indefinite Quantity [IDIQ] contract line item numbers [CLIN]). At least 50 percent of the Total Subcontracted Work Contract Value at time of Contract award (exclusive of the maximum value under the IDIQ CLINs) shall be performed by small businesses. The Contractor's subcontracted work shall be in compliance with the approved Section J, Attachment J-6 entitled, Small Business Subcontracting Plan. As Task Orders are issued under the IDIQ CLINs, the Contractor shall update the Small Business Subcontracting Plan to reflect the increase in Total Contract Value within the Small Business Subcontracting Plan associated with awarded IDIQ Task Orders. Unless otherwise approved in advance by the CO, work to be performed by subcontractors selected after contract award shall be acquired through competitive procurements, to the extent required, with an emphasis on fixed-price subcontracts to the maximum extent practicable. The use of cost-type, time-and-materials, and labor-hour subcontracts shall be minimized.

Subcontracts with affiliates, if consented by the CO in accordance with the Section H clause, Organizational Conflict of Interest – Affiliate(s), shall not apply towards meeting the 40 percent subcontract requirement stated above.

The Small Business Subcontracting Plan shall identify timely, discrete, and meaningful scopes of work that can be awarded to small business concerns. Meaningful work is work that is important to the performance of the technical approach defined by the prime contractor. It is characterized by strong technical content (e.g., discrete and distinct technical or programmatic scopes of work) and contributes to the successful achievement of DOE’s goals. It should have a performance-based outcome that directly contributes to the overall contract outcome(s) and can include staff augmentation services.

**H.58H.58** Parent Organization Support

(a) For onsite work, DOE fee generally provides adequate compensation for parent organization expenses incurred in the general management of this Contract. The general construct of this Contract results in minimal parent organization investment (in terms of its own resources, such as labor, material, overhead, etc.) in the Contract work. DOE provides Government-owned facilities, property, and other needed resources.
Accordingly, allocations of parent organization expenses are unallowable for the prime contractor, major subcontractors, and/or teaming partners, unless authorized by the CO in accordance with this Clause.

(b) The Contractor may propose, or DOE may require, parent organization support to:

1. Monitor safety and performance in the execution of Contract requirements;
2. Ensure achievement of Contract environmental cleanup and closure commitments;
3. Sustain excellence of Contract key personnel;
4. Ensure effective internal processes and controls for disciplined Contract execution;
5. Assess Contract performance and apply parent organization problem-solving resources on problem areas; and
6. Provide other parent organization capabilities to facilitate Contract performance.

(c) The CO may, at its unilateral discretion, authorize parent organization support, and the corresponding indirect or direct costs, if a direct-benefiting relationship to DOE is demonstrated. All parent organization support shall be authorized in advance by the CO.

(d) If parent organization support is proposed by the Contractor or **requested** by DOE, the Contractor shall submit for DOE review and approval, an annual Parent Organization Support Plan (POSP). The Contractor shall submit its initial POSP **at least** 60 days prior to:

1. The end of the Contract Transition Period; or (2) the commencement date of parent organization support proposed by the Contractor or required by the Government. **Subsequent** Any subsequent POSP shall be submitted 90 days prior to the start of each fiscal year of Contract performance. **The POSP shall be revised as necessary if proposed by the Contractor or requested by DOE.**

### Security Emergency Clause

(a) During declared security events, DOE-RL may assume direct command and control of the Hanford Patrol. The Chief of the Hanford Patrol shall report directly to the DOE-RL Director of Security, Emergency Services, and Information Management or his designee once DOE-RL has assumed command. Additionally, during a declared security event, the DOE-RL 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 subcontracts at any tier for work performed at the Hanford Site.

### Security Qualifications

(a) The Contractor may be required to perform work in designated security areas or work with documents or information that may require an access authorization (clearance). Additionally, the scope of the work may require enrollment into the Human Reliability Program (see 10 CFR Part 712). The Contractor shall ensure that personnel assigned under this Contract and working with classified information, matter, and/or materials possess a DOE “Q” or “L” access authorization (clearance) matching the classification level of the data and information the employee will be required to work on in the performance of their assigned tasks.
(b) Individuals that do not require a “Q” or “L” clearance will possess either a Local Site Specific Only - badge or/and HSPD-12 badge. The Contractor shall not propose non-U.S. citizens for positions requiring security clearances (Clearance-Access authorizations are granted by the DOE pursuant to 10 CFR Part 710, Criteria and Procedures for Determining Eligibility for Access to Classified Matter or Special Nuclear Material). Security badges must be worn properly while working at DOE facilities.

(c) Clearances will be provided and paid for by DOE. The request for clearance and renewal of clearances must be justified based on actual job performance requirements. Uncleared personnel requiring access to security areas where security clearances are needed for unescorted access shall be escorted in these areas by approved escorts.

(d) The Contractor shall conduct pre-employment screening of prospective employees in order to ensure trustworthiness and reliability. Pre-employment screening shall include, as a minimum, verification of personal identity, previous employment and education, and the results of a credit and law enforcement check. There is no pre-screening required for incumbent employees that do not have a “Q” or “L” clearance.

(e) Requests for access authorization shall not be submitted until the Contract has been awarded, and a favorable Foreign Ownership, Control, or Influence determination must be rendered by DOE before an access authorization will be granted, reinstated, continued, extended, or transferred for employees or prospective employees on the contract.

(f) The Contractor shall turn in badges for employees: (1) who are no longer working on the Contract; (2) who no longer require access; (3) when their badge expires; or (4) when the Contract expires or is terminated.

**H.53 Quality Assurance Requirements for Work Performed by the U.S. Department of Energy Office of Environmental Management**

The Contractor shall implement a DOE approved Quality Assurance Program (QAP) (Deliverable Fill in 1: [Number] in accordance with the current revision of the Environmental Management (EM) Quality Assurance Program (QAP), EM-QA-001, prior to commencement of work. This QAP must be developed using one of two methods with respect to selection of a consensus standard.

1. The Contractor shall implement American Society of Mechanical Engineers (ASME) standard, NQA-1-2008, Quality Assurance Requirements for Nuclear Facility Applications, and addenda through 2009 (NQA-1-2008/2009a) to comply with EM-QA-001 for nuclear facilities or work. This requirement includes implementing NQA-1-2008/2009a Introduction; Part I; and Part II applying a Graded Approach in accordance with Attachment D of EM-QA-001 when appropriate. NQA-1-2008/2009a Parts III and IV are to be used as input to, guidance for, developing the Contractor’s QAP and implementing procedures. The Contractor may also use this consensus standard for non-nuclear facilities or work.

2. The Contractor may use a consensus standard other than NQA-1-2008/2009a to comply with EM-QA-001 for nonnuclear facilities or work, but the Contractor must provide a risk-informed evaluation as required by Attachment B of EM-QA-001 and obtain approval by DOE in accordance with EM-QA-001 prior to conducting EM work under the alternate standard.

The Contractor shall describe how its DOE approved QAP is applied to subcontractors and suppliers, including flow-down of EM-QA-001 and the associated quality assurance (QA) requirements.
The Contractor shall document and submit for DOE approval, the basis for the graded approach and process used for implementation of that approach.

Contractors conducting EM work have three options for complying with the QAP contract requirement:

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

Development of a new QAP, or adoption of an existing or modified version of a QAP from a prior contractor, does not alter a Contractor’s legal obligation to comply with 10 CFR 830, Nuclear Safety Management; other regulations affecting QA; and DOE O 414.1D, Quality Assurance.

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

Consistent with the approved QAP and Quality Improvement criterion, the Contractor shall develop/adopt and implement a comprehensive Issues Management System for the identification, assignment of significance category, and processing of issues identified within the Contractor’s organization.

For Contractors that supply electronic components via the Contract scope—including the following clause:

The Contractor’s QAP shall describe the overall implementation of the applicable EM QA requirements and shall be applied to all work performed by the Contractor. Where applicable, that Contractor’s QAP shall also describe the supply chain for electronic subcomponents, require procurement of subcomponents only from original equipment manufacturers or original equipment manufacturer-authorized distributors, and require electronic subcomponents be procured from vendors with a documented successful history with the supplier when such subcomponents are part of the contract scope.

Environmental Compliance

(a) General. The Contractor is required to comply with all environmental laws, regulations, directives, orders, and procedures applicable to the work being performed under this Contract. This includes, but is not limited to, compliance with applicable federal, state, and local laws and regulations, permits, interagency agreements such as the Hanford Federal Facility Agreement and Consent Decree (also known as the Tri-Party Agreement [TPA]) consent orders, consent decrees, and settlement agreements between the DOE and federal and state regulatory agencies. For the purposes of this Contract, the TPA constitutes a requirement pursuant to which the Contractor agrees to plan and perform the Contract work.

(b) Environmental Permits. This Clause addresses three permit scenarios, where the Contractor is the sole permittee; where the Contractor and DOE are joint permittees; and where multiple contractors are permittees.

(1) Contractor as Sole Permittee. To the extent permitted by law and subject to other applicable provisions of the contract that impose responsibilities on DOE, and provisions of law that impose responsibilities on DOE or third parties, the Contractor shall be responsible for obtaining in its own name, shall sign, and shall be solely responsible for compliance with all permits, authorizations and approvals from federal, state, and local regulatory agencies which are necessary for the performance of the work required of the Contractor under this Contract.
Under this permit scenario, the Contractor shall make no commitments or set precedents that are detrimental to DOE or other contractors. The Contractor shall coordinate its permitting activities with DOE, and with other contractors which may be affected by the permit or precedent established therein, prior to taking the permit action. Whenever reasonably possible, all such materials shall be provided to DOE and other affected Hanford Site contractors not later than 90 days prior to the date they are to be submitted to the regulatory agency. Any such schedule revision shall be effective only upon approval from the CO.

(2) DOE as Permittee, or Contractor and DOE as Joint Permittees. Where appropriate, required by law, or required by applicable regulatory agencies, DOE will sign permits as permittee, or as owner or as owner/operator with the Contractor as operator or co-operator, respectively. DOE will co-sign hazardous waste permit applications as owner/operator where required by applicable law. In this scenario, the Contractor shall coordinate its actions with DOE. DOE is responsible for timely notification to the Contractor of any issues or changes in the regulatory environment that impact or may impact contractor implementation of any permit requirement. The Contractor shall be responsible for timely notification to DOE of any issues or changes in the regulatory environment that impact or may impact contractor implementation of any permit requirement. Notification by the Contractor to DOE may be initially verbal with written documentation fully explaining the impact and the reason/rationale for the impact and possible consequences. Whenever reasonably possible all such materials shall be provided to DOE not later than 90 days prior to the date they are to be submitted to the regulatory agency.

(3) Multiple Contractors as Permittees. Where appropriate, in situations where multiple contractors are operators or co-operators of operations requiring environmental permits, DOE will sign such permits as owner or co-operator and affected contractors shall sign as operators, or co-operators. In this scenario, the Contractor shall coordinate as appropriate with DOE and contractors affected by the permit.

(c) Permit Applications. The Contractor shall provide to DOE for review and comment in draft form any permit applications and other regulatory materials necessary to be submitted to regulatory agencies for the purposes of obtaining a permit. Whenever reasonably possible all such materials shall be provided to DOE initially not later than 90 days prior to the date they are to be submitted to the regulatory agency. The Contractor shall normally provide final regulatory documents to DOE at least 30 days prior to the date of submittal to the regulatory agencies for DOE’s final review and signature or concurrence. Special circumstances may require permits to be submitted to DOE in a shorter timeframe. As soon as the Contractor is aware of any such special circumstance, the Contractor shall provide notice to DOE as to the timeframe in which the documents will be submitted to DOE. The Contractor may submit for DOE’s consideration, requests for alternate review, comment, or signature, schedules for environmental permit applications or other regulatory materials covered by this Clause. Any such requests shall be submitted 30 days before such material would ordinarily be required to be provided to DOE. Any such schedule revision shall be effective only upon approval from the CO.

(d) Financial Responsibility. DOE agrees that if bonds, insurance, or administrative fees are required as a condition for permits obtained by the Contractor under this Contract, such costs shall be allowable. In the event such costs are determined by DOE to be excessive or unreasonable, DOE will provide the regulatory agency with an acceptable form of financial responsibility. The Contractor or its parent will not be required to provide any corporate resources or corporate guarantees to satisfy such regulatory requirements.
(e) Copies, Technical Information. The Contractor shall provide DOE copies of all environmental permits, authorizations, and regulatory approvals issued to the Contractor by the regulatory agencies. DOE will, upon request, make available to the Contractor access to copies of environmental permits, authorizations, and approvals issued by the regulatory agencies to DOE that the Contractor may need to comply with under applicable law. The Contractor shall and DOE will provide to each other copies of all documentation, such as letters, reports, or other such materials transmitted either to or from regulatory agencies relating to the contract work. The Contractor and DOE shall maintain all necessary technical information and regulatory analysis required to support applications for revision of DOE or other Site contractor environmental permits when such regulatory analysis, applications or revisions are related to the Contractor’s operations. Upon request, the Contractor or DOE shall provide to the other party access to all necessary and available technical information required to support applications for permits or revisions to permits or permit applications. Unless specific text is required by the regulation or permit, the Contractor shall provide to DOE a certification statement relating to such technical information in the form required by the following paragraph.

(f) Certifications. The Contractor shall provide a written certification statement attesting that information DOE is requested to sign was prepared in accordance with applicable requirements. The Contractor shall include the following certification statement in the submittal of such materials to DOE:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted.

Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

The certification statement shall be signed by the individual authorized to sign such certification statements submitted to federal or state regulatory agencies under the applicable regulatory program.

(g) Fines, Penalties, Allowable Costs. The Contractor shall accept, in its own name, service of proposed notices, or notices of, correction, penalty, fine, violation, administrative orders, citation, or notice of alleged violations, (e.g., Notice of Correction [NOC], Notice of Penalty [NOP], Notice of Fine [NOF], Preliminary Notice of Violation [PNOV], Notice of Violation [NOV], and Notice of Alleged Violation [NOAV]) and any similar type notices issued by federal or state regulators to the Contractor resulting from or relating to Contractor’s performance of work under this Contract, without regard to liability. The Contractor shall immediately notify DOE of such receipt and shall provide copies or originals of such documents as soon as possible thereafter.

(h) Negotiations. DOE may in its discretion choose to be in charge of, and direct, all negotiations with regulatory agencies regarding permits, fines, penalties, and any other proposed notice, notice, administrative order, and any similar type of notice as described in paragraph (g) above. As directed or required by DOE, the Contractor shall participate in negotiations with regulatory agencies; however, the Contractor shall not make any commitments or offers to regulators purporting to bind or binding the Government in any form or fashion, including monetary obligations, without receiving written authorization or concurrence from the CO or his/her authorized representative prior to making such offers/commitments. Failure to obtain such 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.

(i) Termination, Expiration, Permit Transfer. Prior to or in the event of expiration or termination of this Contract, DOE may require the Contractor to take all necessary steps to transfer some or all environmental permits held by the Contractor. DOE will assume responsibility for such permits, with the approval of the regulating agency, and the Contractor shall be relieved of all liability and responsibility to the extent that such liability and responsibility results from the acts or omissions of a successor Contractor, DOE, or their agents, representatives, or assigns. The Contractor shall remain liable for all unresolved costs, claims, demands, fines, and penalties, including reasonable legal costs, arising prior to the date such permits are transferred to another party. The Contractor shall not be liable for any such claims occurring after formal transfer unless said claims result from the Contractor’s action or inaction that occurred prior to transfer.

(j) Miscellaneous. The Contractor shall accept assignment or transfer of permits pertaining to matters under this Contract currently held by DOE and its existing Contractor. The Contractor may submit for DOE’s consideration requests for alternate review, comment, or signature schedules for environmental permit applications or other regulatory materials covered by this Clause. Any such schedule revision shall be effective only upon written approval from the CO.

**Information**

(a) Management of Information Resources. The Contractor shall design and implement Information Resources Management capabilities as required to execute this Contract in accordance with OMB Circular No. A-130, *Managing Federal Information as a Strategic Resource*.

(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 Hanford Site.

(c) Unclassified Controlled Nuclear Information (UCNI). Documents originated by the Contractor or furnished by the Government to the Contractor, in connection with this contract, may contain UCNI as determined pursuant to Section 148 of the Atomic Energy Act of 1954, as amended. The Contractor shall be responsible for protecting such information from unauthorized dissemination in accordance with DOE regulations and directives and Section I clauses entitled, DEAR 952.204-2 entitled, Security Requirements, and DEAR 952.204-70 entitled, Classification/Declassification.

(d) The Contractor shall obtain the written agreement, in a form satisfactory to the CO, of each employee permitted access to controlled unclassified information, whereby the employee agrees that they 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 (d), with each company or organization supplying information to the Contractor under this contract, and to supply a copy of such agreement to the CO. Upon request from the CO, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company-or-companies or organization from which the Contractor received such information.

(f) The Contractor agrees that upon request by CODOE, it shall execute a DOE-approved agreement with any party whose facilities or proprietary data is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by the 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 CO.

H.56H.63 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 accounted for in accordance with the terms of the Contract.

H.57H.64 National Nuclear Security Administration/Environmental Management Strategic Sourcing Partnership

The Contractor shall participate in the NNSA/EM 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 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.58H.65 Integrated Work Control Systems and Reporting Requirements for Cost Plus Type Contracts (Apr 20182016)

(a) Management of Work. The Contractor shall establish, maintain, manage the planning, execution, and use a work control system that accurately records and reports the contract performance against the requirements reporting of the contract work described in Section C, Performance Work Statement (PWS), using the Contract Performance Baseline (CPB). The CPB shall represent the past, the cost, schedule, and the entire scope over the entire contract period of performance as it relates to the total estimated cost of the Contract exclusive of fee and any contract overruns.

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The work control system shall be consistent with DOE and Office of Environmental Management (EM) policies and guidance for managing capital asset projects and operations activities listed at the end of this clause. The Contractor shall submit an Integrated Work Control System Description (IWCSID) for DOE approval during the Contract Transition Period that documents the existence of the work control system specified by this Contract. The operations activities were managed using Fiscal Year Work Plans. However, this has caused confusion and blurred the necessary focus on the CPB as the management tool for the planning, execution, and reporting for the work in the contract. The focus on the CPB is also essential to ensure continued alignment is maintained between the contract and the performance of work.

All of the contract The Initial CPB shall reflect the Work Breakdown Structure (WBS), schedule, and costs contained in the Contractor’s proposal. The WBS reflects the format of the work established in the PWS. All of the work activities are expected to be managed using a consistent work control approaches and methods. The Government will designate capital asset projects with total project costs greater than $50 million, which shall have additional planning, execution, and reporting requirements for the Contractor as outlined in DOE Order 413.3B, Program and Project Management for the Acquisition of Capital Assets, Attachment 1, Contractor Requirements Document (CRD). The Government may also designate capital asset projects with total project costs equal to or less than $50 Million, which the Contractor shall manage in accordance with Office of Environmental Management Requirements for Management of Capital Asset Projects with Total Project dated November 29, 2010, and its associated Guides.

Preparation of Work Activities. As part of the planning and execution of the work described in Section C, PWS, the Contractor shall incorporate the principles in OMB Circular No. A-131, Value Engineering, December 26, 2013; GAO-09-3SP, GAO Cost Equal to or less than $50 Million but greater than the minor construction threshold to be provided at the time the project designation is made; Estimating and Assessment Guide, March 2009; GAO-16-89G, GAO Schedule Assessment Guide, December 2015; GAO-15-37, GAO Report on DOE and NNSA Project Management—Analysis of Alternatives Could Be Improved by Incorporating Best Practices, December 2014; and NDIA Planning and Scheduling Excellence Guide (PASEG) Release v2.0 June 2012.

OMB Circular No. A-131 provides guidance to support the sustained use of value engineering to reduce program and acquisition costs, improve performance, enhance quality, and foster the use of innovation. Value engineering is a structured technique commonly used in program management to optimize the overall value of the program. Often, creative strategies will be employed in an attempt to achieve the lowest life cycle cost available for the program activities. The value engineering effort is a planned, detailed review/evaluation of program activities to identify alternative approaches to providing the needed assets.

The GAO Cost Estimating and Assessment Guide provides the purpose, scope, and schedule of a cost estimate; a technical baseline description; a WBS; ground rules and assumptions; how to collect data; estimation methodologies; software cost estimating; sensitivity and risk analysis; validating a cost estimate; documenting and briefing results; updating estimates with actual costs; EVMS; and the composition of a competent cost estimating team.

The GAO Schedule Assessment Guide develops the scheduling concepts introduced in the Cost Estimating and Assessment Guide and presents them as 10 best practices associated with developing and maintaining a reliable, high-quality schedule. Rolling Wave or Block Planning is another recognized best practice in both the GAO Schedule Guide and NDIA PASEG.
The GAO report on Analysis of Alternatives identifies 24 best practices for analysis of alternatives, a process that is a key first step in the development of work activities, whether waste processing, soil and water remediation, facility demolition, facility operations or infrastructure improvements. The process entails identifying, analyzing, and selecting a preferred alternative to best meet the mission need by comparing the operational effectiveness, costs, and risks of potential alternatives.

These best practices include, among other things, defining functional requirements based on mission need, conducting the Analysis of Alternatives without a predetermined solution, including the status-quo alternative, and conducting an independent review of the entire Analysis of Alternatives process.

(e)(b) Project Controls System. The Contractor shall establish, maintain, and use an Integrated Work Control System (IWCS) EVMS that accurately plans, depicts, records and reports the contractor performance against the requirements of the Contract and accurately reflects the total estimated cost of the Contract exclusive of fee for the work scope and period of performance being authorized. Fixed-price contracts or fixed price contract line items are not required to have an IWCS. The IWCS shall employ an EVMS that complies with the Electronic Industries Alliance (EIA)-748 (current) EVMS Standard using a graded approach. The EVMS shall be consistent with DOE and EM policies and guidance for work activities. The work control system shall employ either a standardized or a tailored EVM method and shall be consistent with applicable DOE and EM policies and guidance.

If this Contract does not contain capital asset projects with total project costs equal to or greater than the threshold for mandatory application of earned value management, the Contractor may propose to DOE an alternative performance measurement method that accurately records and reports the contract performance against the requirements of the Contract. However, any alternative performance measurement method for use on the Contract is only allowable as approved by the Contracting Officer.

If this Contract contains Capital Asset Projects with total project costs equal to or greater than the minor construction threshold, the Contractor must employ, on those projects, an EVMS that complies with the Electronic Industries Alliance (EIA)-748 (current) as the integrated work control system using a graded approach. The EVMS shall be evaluated for compliance with the EIA-748 standard and, if required, certified in accordance with DOE Order 413.3B, Program and Project Management for the Acquisition of Capital Assets.

The EVMS Description and its implementation shall comply with the Electronic Industries Alliance (EIA)-748 (current) EVMS Standard.

The requirements of this clause are in addition to the applicable requirements of DOE Order 413.3B entitled, Program and Project Management for the Acquisition of Capital Assets, Attachment 1, Contractor Requirements Document. The CPB shall include and reflect the DOE Order 413.3B requirements for capital asset projects with total project costs greater than $50 Million, as required.

The following documents provide background and context for planning and reporting requirements in Section H entitled, Integrated Contractor Work Control Systems and Reporting Requirements:

a. Over Target Baseline and Over Target Schedule Guide, Office of Under Secretary of Defense Office for Acquisition Technology & Logistics (Office of Performance Assessments and Root Cause Analysis), December 5, 2012;

c. GAO-09-3SP, GAO Cost Estimating and Assessment Guide, March 2009;

(4)(c) 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 for work packages and planning packages, measurement basis of progress reporting and change control process. For the Contract, the estimated cost plus the estimated fee equals the estimated price. The CPB represents the cost, schedule, and scope as it relates to the total estimated cost of the Contract exclusive of fee for the work scope and performance period being authorized. The CPB, developed and continuously maintained by the Contractor, shall be comprehensive, integrating all aspects of the contract and identifying interfaces with external entities, facilitating coordination with cleanup efforts and work scope performed by others. The CPB schedule shall be resource loaded, optimally sequenced, and contain logic driven critical path(s) to key milestones throughout the contract period of performance. Changes to the CPB shall follow applicable DOE and EM change control policies and guidance listed at the end of this clause.

The CPB cost and schedule allocations must be documented at a Work Breakdown Structure (WBS) level where work activities, their costs, and schedule are planned and controlled by the Contractor to demonstrate that the Contractor understands the complexity of work, and has put in place the planning and management processes and qualified personnel to execute the work in a safe and efficient manner.

The CPB will be reviewed by DOE and must be approved by the CO in accordance with the following. Once the CPB is approved, the Contractor shall follow the approved change control process.

(1) Initial Contract Performance Baseline Submittal

(i) Within the Contract Transition Period (120 days from the Notice to Proceed (NTP)), the Contractor shall develop and submit for CO approval:

(A) The Initial CPB covers at least the first 15 months of performance starting from the NTP, including for the Contract Transition Period. The Initial CPB performance period that reflects the baseline plan at contract award. It should comprise the scope (including as defined in the WBS) Contract, cost, and schedule (as submitted applicable) as contained in the contractor’s proposal with any revisions resulting from negotiations leading to contract award.

(B) The CO will notify the Contractor of the exact timeframe to be used for the Initial CPB and may desire to align the Initial CPB with the fiscal year. During the Contractor Transition Period, the CO will formally communicate to the Contractor the acceptance criteria to be used by DOE for review and approval of the Initial CPB.

(C) The Contractor shall submit to DOE, for review and approval, an IWCSD: Project Controls System Description (PCSD) that documents the existence of
the workproject controls system specified by the Contract no later than the end of the Contract Transition Period.

During the Contract Transition Period, the DOE and the Contractor will strive to reconcile true-up the Contract based on the conditions at the time of award to include the following:

- Reconcile contract scope and conditions with changes since the final RFP was issued, such as labor rate revisions, environmental regulatory milestone changes, adjusted pension payments, funding profile, etc.;

- Reconcile the cleanup progress the previous contractor actually made, as applicable, by the end of the contract period compared with what was assumed in the final RFP;

- Reconcile “DOE-provided” costs such as those provided in Section L, for example, legacy pension and benefit costs;

- Reconcile “material differences” proposed by the Contractor; and

- Identify potential DOE proposed changes that may have been developed since the final RFP was issued.

The Initial CPB covers approximately the first 15 months of performance starting from the NTP (including the 120 day Contract Transition Period).

The CO will notify the Contractor of the exact timeframe to be used for the Initial CPB and may desire to align the Initial CPB with the fiscal year.

If Contract modifications are negotiated within the Contract Transition Period, but not included in the Initial CPB during that period, the Contractor shall be incorporated into the Initial CPB through formal baseline change approvals. Subsequent changes negotiated after the Contract Transition Period shall be incorporated in the Initial CPB through formal contract modification and baseline change approvals.

The Contractor shall immediately begin performance reporting against the Initial CPB as submitted to the CO. If the Contractor is required to have a certified EVMS compliant with EIA 748 (current version), the Initial CPB must have the necessary data elements to support DOE reviews of the EVMS for compliance with the EIA-748 standard and/or DOE reviews for adequacy of any other performance measurement methods.

(2) Final CPB Submittal

During the first six (6) months after the Contract Transition Period, in addition to performing and reporting progress against the Initial CPB, the Contractor shall develop and submit for approval by the CO the Final CPB, which details plans for the entire contract scope through the end of the period of performance.

The Final CPB shall incorporate the Contractor’s WBS for the entire contract scope, including all modifications made to reconcile the Contract with conditions at the
time of award. The WBS includes and represents at least one of the lower level lower than detail from Section C, PWS.

(iii) The Final CPB represents the scope, cost and schedule through the end of the period of performance as it relates to the total estimated cost of the Contract exclusive of fee.

(iv) The Contractor shall provide monthly status reports regarding the CPB document preparation progress to the CO.

(v) During the Contractor Transition Period, the CO will formally communicate to the Contractor the acceptance criteria to be used by DOE for review and evaluation of the Final CPB.

(vi) The Final CPB submittal shall include both a hard copy and electronic files.

(e)(d) CPB and Contract Alignment. It is critical and critically important that the CPB remain aligned with the Contract, including any modifications, throughout the Contract period of performance. The CPB plus fee and Management Reserve must equal the contract price. The CPB and any authorized unpriced work must be reconciled to the contract throughout the contract term. The Government may withhold all fee payments until the Contractor has obtained the CO’s approval of the Final CPB. Similarly, if at any time during the contract performance there is a significant misalignment of the CPB with the Contract, all fee payments may be withheld until alignment is re-established. Within 60 days of the Notice to Proceed, the CO will communicate to the Contractor conditions that constitute significant misalignment of the CPB with the Contract.


(1) The approved CPB is the reference document for reporting scope, cost, and schedule performance. The CPB and changes to the CPB (initial and final 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.

(2) The CPB must remain aligned with the Contract. For the cost element, alignment means that the total cost of all the CPB scope must equal total estimated cost of the Contract exclusive of fee; for the schedule element, alignment means that the end date of final CPB schedule is the same as the contract end date; and for the scope alignment means that the WBS supporting the final CPB includes all scope elements in the contract.

(3) If a change to the Contract scope is directed by DOE 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 60 days. 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.

(f)(f) Reviews.

(1) Review and Approval of Contractor Performance Baseline: After receipt of the Contractor’s Final CPB, DOE will complete its review to determine whether the Final CPB meets the terms and conditions of the Contract. In cases where it doesn’t 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.
(2) **Review and Approval (or Certification, as required) Review of Contractor's Integrated Work Control System (EVMS):**

(i) **If the Contractor is required to have an EVMS that complies with the Electronic Industries Alliance (EIA)-748 (current) EVMS Standard, unless DOE has formally approved the use of an alternative performance measurement method.** The requirement for a certified EVMS, the Contractor shall begin earned value reporting no later than the end of the Contract Transition Period. The Contractor shall initiate discussions with the CO within 15 days after NTP to schedule a DOE-led EVMS compliance certification review and, when three (3) months of earned value data is available (and no later than six [6] months after the Contract Transition Period), the Contractor shall have in place all EVMS documentation necessary to obtain EVMS certification in conformance with EIA-748 standards.

(ii) **If the Contractor has received formal DOE approval to use an alternate performance measurement method, the Contractor shall initiate discussions with the CO within 15 days after the NTP to schedule a review in support of DOE’s approval of the alternate performance measurement method, its implementation and its system description and procedures.** If the Contractor receives the DOE’s determination of deficiencies, the Contractor shall, within 45 days of receipt of the determination, either correct the deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies.

(iii) **A Surveillance Review of the Contractor’s work control system may be scheduled and conducted by DOE at any time during the Contract period of performance to ensure that the system accurately records and reports the Contractor performance against the requirements of the Contract, complies with the approved IWCS process and procedures, and accurately reflects the total estimated cost of the Contract exclusive of fee for the work scope and period of performance.**

(iv) **The Contractor shall provide the CO, or designated representative(s), access to any and all information and documents supporting the Contractor’s integrated work control and reporting system.**

(iii) **If the Contractor chooses to use a tailored EVMS, the system must be reviewed for conformance with EIA-748 standards commensurate to the EVMS principles employed by the Contractor.**

(iv) **If this Contract contains Capital Asset Projects, the EVMS shall be evaluated for compliance with the EIA-748 standard and certified in accordance with DOE Order 413.3B, Program and Project Management for the Acquisition of Capital Assets.**

(h)(g) **Performance Reporting.** The Contractor shall submit the Contractor’s Monthly Performance Report to the CO with a copy to the Office of Project Management Assessment in the Office of Environmental Management at ContractorsMPR@hq.doe.gov not later than the twenty-fifth calendar business day prior to the end of each calendar month following the month of performance. (The CO can set an earlier due date at the discretion of the Site if needed.) The report shall provide the prior month’s performance for each WBS activity 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 pertinent contract section(s) in addition to the requirements below.
For contractors using standardized EVMS, the Monthly Performance Report will include the following sections:

The Monthly Performance Report for each CPB segment will include Contract Performance Reports (CPR) formats 1, 3, 5, and 6 and a Contract Funds Status Report (CFSR) unless the contract specifies otherwise. The CPRs shall be provided in the format forms referenced in the Integrated Program Management Report (IPMR) DID DOE Version (DI-MGMT-81861), unless the contract specifies otherwise. The CFSR shall be provided in accordance with the DID DOE Version (DI-MGMT-81468, Contract Funds Status Report (CFSR)) or equivalent.

Contractors using a DOE approved alternative performance measurement method shall provide equivalent reports, with similar information to those CPRs described above for DOE review and approval, as defined in the DOE-approved IWCSD.

The Monthly Performance Report shall also include an executive summary comprising the following sections:

- A concise narrative of the Contract project status including scope accomplished during the reporting period, near term activities to be performed, and whether the Contract project is on target to meet objectives and whether any new risks have been identified.
  - Include a status of the Key Performance Measures (KPM) established for Segment baselines.
  - Identify critical risks, actions planned, actions taken, potential problems, impacts and alternative courses of action.
  - Include breakout by Performance Baseline Summary (PBS) and rollup to contract value of SPI, CPI and performance.
- A narrative explaining significant performance variances per the thresholds as established in the contract.
- An update of the status schedule and analysis of variances between current and target schedule. Identification and analysis of details of deviations from the critical path or near critical path schedule, their root cause, and potential impacts to the Contract targets. This section shall also provide the overall contract current and cumulative Schedule Performance (SPI) indices and explanation of any significant trends.
- An update/status of CPB/project costs including current and cumulative Cost Performance Indices (CPI) and explanation of any significant trends.
- Explanation of near term milestones and deliverables at risk of being missed.
- Status of regulatory milestones, if included in the contract, and identify regulatory issues.
- Discussion of corrective actions currently in place to address performance issues including initiation date of corrective actions.
  - Discussion of corrective actions currently in place to address performance issues including initiation date of corrective actions.
  - A short narrative explaining any funding issues and provide priority list of work that could potentially be deferred.
• Update/status of any change proposals being considered or submitted. Contractor shall provide an updated change control log for the baseline and contract changes.

• Information on any safety or quality matters that emerged or persisted during the reporting month. Include safety metrics, Occupational Safety and Health Administration (OSHA) recordable injuries, lost-time incidents and near misses, including fiscal year, 12 month rolling average and cumulative data.

For contractors using a tailored EVMS method or an alternate performance management method, the Monthly Performance Report will include the following sections:

• A concise narrative of the performance status including scope accomplished during the reporting period, near term activities to be performed, and whether performance is on target to meet objectives and whether any new risks have been identified.

• Progress on contract specific performance metrics.

• Status of contract milestones and contract deliverables.

• A short narrative on performance issues and concerns, including an explanation of any variances from the Contractor’s work plan.

• Discussion of corrective actions currently in place to address performance issues including initiation date of corrective actions.

• Any updates/revisions of the schedule.

• Information on any safety or quality matters that emerged or persisted during the reporting month.

If the CPB consists primarily of Level of Effort activities, the status report will tabulate planned versus actual cost by major functions as agreed to between the Contractor and the CO.

(Note: Integrated Planning, Accountability, and Budgeting System [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.)

H.66 Environmental Objectives and Requirements

In support of Executive Order 13693, Planning for Federal Sustainability in the Next Decade; Executive Order 13653, Preparing the United States for the Impacts of Climate Change; and other applicable statutes, regulations and Executive Orders, and in recognition that harm to the environment, including from greenhouse gas (GHG) pollution and electronic equipment manufacturing and disposal, has quantifiable costs and negative impacts on the economy and federal agency operations, it is the Government’s intent to encourage contractors to adopt corporate sustainable practices.

In support of Executive Order 13693 entitled, Planning for Federal Sustainability in the Next Decade, March 19, 2015, sustainable products and services requirements are as follows:

(a) Definitions. As used in this clause:

“Green Procurement Compilation” means a public website that identifies federal sustainable acquisition requirements and provides other guidance for the purchase of sustainable products and services.
Sustainable products and services means products and services, including construction, that:

(1) Meet statutory mandates for purchasing:
   (i) Recycled content products designated by EPA under the Comprehensive Procurement Guidelines;
   (ii) Energy and water efficient products such as Energy Star certified and Federal Energy Management Program (FEMP) designated products identified by EPA and DOE; and
   (iii) Biobased content products meeting the content requirement of the U.S. Department of Agriculture under the BioPreferred program.

(2) Are identified by EPA programs, including:
   (i) Significant New Alternatives Policy chemicals or other alternatives to ozone-depleting substances, and products and services that minimize or eliminate, when feasible, the use, release, or emission of high global warming potential hydrofluorocarbons, such as by using reclaimed instead of virgin hydrofluorocarbons;
   (ii) WaterSense certified products and services (water efficient products);
   (iii) Safer Choice Certified products (chemically intensive products that contain safer ingredients); and
   (iv) SmartWay Transport partners and SmartWay products (fuel efficient products and services); or

(3) Are environmentally preferable products or services that:
   (i) Meet or exceed specifications, standards, or labels recommended by EPA, (see https://www.epa.gov/greenerproducts); or
   (ii) Where there is no specification, standard, or label recommended by EPA for a specific product or service category, meet environmental performance criteria developed or adopted by voluntary consensus standards bodies consistent with section 12(d) of the National Technology Transfer and Advancement Act of 1995 (Pub. L.104-113) and OMB Circular No. A-119, Federal Participation in the Development and Use of Voluntary Consensus Standards and in Conformity Assessment Activities.

(b) Unless approved in writing by the CO, in the performance of this Contract, the Contractor shall:

(1) Deliver, furnish for Government use;
(2) Incorporate into the construction of a public building or public work; or
(3) Furnish for Contractor use at a Federally-controlled facility sustainable products and services as specified in the contract.

(c) Sustainable products and services must meet the applicable standard, specifications, or other program requirements at the time of submission of an offer or a quote.

(d) Visit the Green Procurement Compilation at https://www.sftool.gov/greenprocurement for a comprehensive list of Federal Government-wide sustainable product and service requirements.

The Contractor shall submit a copy of its corporate sustainable practices including specific practices for reducing GHG to the CO and shall post that information on the entity’s website. If the Contractor is a
Joint Venture or Limited Liability Company, the majority entity will provide the corporate sustainable practices.

H.59.67 Legal Management

(a) The Contractor shall utilize necessary legal support to perform contractual requirements and comply with 10 CFR 719 entitled, Contractor Legal Management Requirements.

(b) As required by the CO, the Contractor shall provide legal and related support to the Government on regulatory matters, third-party claims, and threatened or actual litigation. Support includes, but is not 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.

(c) When evaluating requests for reimbursement or allowability of Contractor costs associated with defense and/or settlement of legal claims brought against the Contractor by a third party:

DOE will not reimburse Contractor legal defense costs or damages incurred where a judgment is issued finding that the Contractor engaged in discriminatory conduct prohibited by the terms of the contract, such as those covered by FAR 52.222-26 entitled, Equal Opportunity, FAR 52.222-35 entitled, Equal Opportunity for Veterans, and FAR 52.222-36 entitled, Affirmative Action for Workers With Disabilities.

DOE will not reimburse the Contractor legal costs associated with a settlement agreement (including legal defense costs, settlement awards, or both), associated with legal claims brought against the Contractor by a third party relating to discriminatory conduct prohibited by the terms of the contract, such as those covered by FAR 52.222-26 entitled, Equal Opportunity, FAR 52.222-35 entitled, Equal Opportunity for Veterans, and FAR 52.222-36, Equal Opportunity entitled, Affirmative Action for Workers With Disabilities, where the CO determines that the plaintiff's claim(s) had more than very little likelihood of success on the merits. Where the plaintiff’s claim had very little likelihood of success on the merits, the defense and settlement costs related to the claim are allowable if the costs are otherwise allowable under the contract (e.g., reasonable, allocable), etc.

H.68 Safety Act Coverage – Not Applicable

The Government has determined that for purposes of this Contract the product(s) or service(s) performed or acquired under this Contract are neither presumptively nor actually entitled to a predetermination that the products or services are qualified anti-terrorism technologies as that term is defined by the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002 (SAFETY Act), 6 U.S.C. 441-444. This determination does not prevent sellers of technologies from applying for SAFETY Act protections in other contexts. Products or services in which either acceptance or pricing is made contingent upon SAFETY Act designation as a qualified anti-terrorism technology or SAFETY Act certification as an approved product for homeland security of the proposed product or service will not be considered allowable costs under the contract. See Federal Acquisition Regulation subpart 50.2.
Hanford Specific Clauses

Hanford Specific Clauses

H.60 Energy Employees Occupational Illness Compensation Program Act

The Contractor shall provide support of the Energy Employees Occupational Illness Compensation Program Act (EEOICPA) established under Title XXXVI of the National Defense Authorization Act of 2001 (Public Law 106-398). The Contractor shall provide records in accordance with the Section I clause DEAR 970.5204-3 entitled, Access to and Ownership of Records in support of EEOICPA claims and the claim process under the EEOICPA.

The Contractor shall:

(a) Verify employment and provide other records which contain pertinent information for compensation under the EEOICPA. The Contractor shall provide this support for itself and any named subcontractors’ employees.

(b) Provide reports as directed by DOE, such as costs associated with EEOICPA.

(c) Provide an EEOICPA point-of-contact; this employee shall attend meetings, as requested by DOE.

(d) Locate, retrieve and provide a copy of any personnel and other program records as requested.

(e) Perform records research needed to complete the Department of Labor claims or to locate records needed to complete the claims or other related EEOICPA requests.

(f) Ensure cost information is submitted to the DOE EEOICPA point of contact by the 10th of each month.

(g) Ensure all EEOICPA claims received are completed and returned to DOE within 45 calendar days of the date entered in the Federal Compensation Program Act electronic reporting system.

H.61 Advance Understanding on Costs

DOE will and the Contractor shall, within 120 days after NTP, reach advance understandings regarding certain costs under this Contract. Such advance understandings enable both DOE and the Contractor to determine the allocability, allowability, and reasonableness of such costs prior to their incurrence, thereby avoiding subsequent disallowances and disputes, and facilitating prudent expenditure of public funds. It is expected that costs covered by such advance understandings will include employee travel and relocation, and employee compensation and benefits. Generally, DOE expects the incurrence of costs to be consistent with the Contractor’s corporate-wide policies consistently and uniformly applied throughout its domestic operations subject to the specific limitations, conditions, and exclusions of FAR Subpart 31.2 entitled, Contracts with Commercial Organizations, as supplemented by DEAR 931.2 entitled, Contracts with Commercial Organizations. Advance understandings will be appended to the Contract in the Section J Attachment entitled, Advance Understanding on Costs.
Radiological Site Services and Records, and Occupational Medical Services and Records

(a) The Contractor shall obtain Radiological Site Services (RSS) and occupational medical services for all Contractor and subcontractor employees performing hazardous work that may expose workers to chemical, physical (including radiological), biological, and/or similar hazards. The Contractor shall identify required RSS and occupational medical services as required by the Section C, PWS, and Section J, Attachment entitled, Government-Furnished Services and Information (GFS/I), respectively.

(b) RSS are obtained as specified in Section J Attachment, Attachments J-3.a and J-3.b entitled, Hanford Site Services and Interface Requirements Matrix. RSS includes external dosimetry, internal dosimetry services, radiological instrumentation program, and radiological records services. The Section I clauses DEAR 952.223-75 entitled, Preservation of Individual Occupational Radiation Exposure Records, and DEAR 970.5204-3 entitled, Access to and Ownership of Records, are implemented as follows with respect to radiological records: All radiological exposure records generated during the performance of Hanford-related activities will be maintained by the designated provider of this service listed in the Section J Attachment, Attachments J-3.a and J-3.b entitled, Hanford Site Services and Interface Requirements Matrix, and are the property of DOE.

(c) Occupational medical services for employees performing work under this Contract are provided by the Hanford Site occupational medical services contractor as specified in Section J Attachment, Attachments J-3.a and J-3.b entitled, Hanford Site Services and Interface Requirements Matrix. The Section I clause entitled, DEAR 970.5204-3 entitled, Access to and Ownership of Records, is implemented as follows with respect to occupational medical records: All occupational medical records generated during the performance of Hanford-related activities shall be maintained by the Hanford Site occupational medical services provider and are the property of DOE.

Allocation of Responsibility and Liability for Contractor and U.S. DOE Environmental Compliance Activities

(a) In this Clause:

1. “Environmental” requirements mean 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 including the Hanford Federal Facility Agreement and Consent Order, 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. Consequently, if the Contractor causes a violation:

   (i) 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

   (ii) In accordance with Section I clause, DEAR 952.231-71 entitled, Insurance-Litigation and Claims, costs of challenging or defending actions brought against the Contractor for violations of environmental requirements are hereby specifically disallowed. However, if the CO provides prior written authorization to challenge or defend against the action, the Contractor shall proceed in accordance with DEAR 952.231-71 entitled, Insurance-Litigation and Claims. If the Contractor proceeds with the action without the prior written authorization of the CO, the costs of the challenge or defense may be allowable if there is no settlement, conviction, or finding of liability.

### Payments and Advances

(a) Payment of Provisional Fee. Provisional Fee is payable following the Government’s determination of Available Fee in accordance with the Section B clause entitled, DOE-H-2060, Award Fee (Oct. 2014) (Revised). Provisional Fee and earned fee shall be made by direct payment under this Contract, as determined by the CO, in accordance with the Section B clause entitled, Provisional Payment of Fee.

(b) Payments on Account of Allowable Costs. The CO and the Contractor shall agree as to the extent to which payment for allowable costs or payments for other items specifically approved in writing by the CO (for example, negotiated fixed amounts) shall be made. When pension contributions are paid by the Contractor to the retirement fund less frequently than quarterly, accrued costs therefore shall be excluded from costs for payment purposes until such costs are paid. If pension contributions are paid on a quarterly or more frequent basis, accrued therefore may be included in costs for payment purposes, provided that they are paid to the fund within 30 days after the close of the period covered. If payments are not made to the fund within such 30-day period, pension contribution costs shall be excluded from cost for payment purposes until payment has been made.

(c) Financial Settlement. The Government will promptly pay to the Contractor the unpaid balance of allowable costs (or other items specifically approved in writing by the CO) and fee upon termination of the work, expiration of the term of the Contract, or completion of the work and its acceptance by the Government after:

   (1) Compliance by the Contractor with DOE patent clearance requirements, and
(2) The furnishing by the Contractor of:

(i) An assignment of the Contractor’s rights to any refunds, rebates, allowances, accounts receivable, collections accruing to the Contractor in connection with the work under this Contract, or other credits applicable to allowable costs under the Contract;

(ii) A closing financial statement;

(iii) The accounting for Government-owned property required by the Section I clause FAR 52.245-1 entitled, Government Property; and

(iv) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract subject only to the following exceptions:

(A) Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by the Contractor;

(B) Claims, together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to third parties arising out of the performance of this Contract; provided that such claims are not known to the Contractor on the date of the execution of the release; and provided further that the Contractor gives notice of such claims in writing to the CO promptly, but not more than one (1) year after the Contractor’s right of action first accrues. In addition, the Contractor shall provide prompt notice to the CO of all potential claims under this Clause, whether in litigation or not (see also Section I clause entitled, DEAR 952.231-71 entitled, Insurance – Litigation and Claims);

(C) Claims for reimbursement of costs (other than expenses of the Contractor by reason of any indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this contract relating to patents; and

(D) Claims recognizable under the Section I clause entitled, DEAR 952.250-70 entitled, Nuclear Hazards Indemnity Agreement.

(3) In arriving at the amount due the Contractor under this Clause, there shall be deducted,

(i) Any claim which the Government may have against the Contractor in connection with this Contract, and

(ii) Deductions due under the terms of this Contract and not otherwise recovered by or credited to the Government.

(a) Discounts: The Contractor shall take and afford the Government the advantage of all known and available cash and trade discounts, rebates, allowances, credits, salvage, and commissions unless the CO finds that action is not in the best interest of the Government.

(b) Collections. All collections accruing to the Contractor in connection with the work under this Contract, except for the Contractor’s fee and royalties or other income accruing to the Contractor from technology transfer activities in accordance with this Contract, shall be Government property and shall be processed and accounted for in accordance with applicable requirements imposed by the CO pursuant to Section I clause entitled, DEAR 970.5204-2 entitled, Laws, Regulations, and DOE Directives, and to the extent consistent with those requirements, shall be made available for payment of allowable costs under this contract, unless otherwise directed by the CO.
(c) Direct Payment of Charges. The Government reserves the right, upon 10 days of written notice from the CO to the Contractor, to pay directly to the persons concerned, all amounts due which otherwise would be allowable under this Contract. Any payment so made shall discharge the Government of all liability to the Contractor.

(d) Determining Allowable Costs. The CO shall determine allowable costs in accordance with FAR Subpart 31.2, Contracts with Commercial Organizations, and DEAR Part 931 entitled, Contract Cost Principles and Procedures, in effect on the date of this Contract and other provisions of this Contract.

(e) Certification and Penalties. The Contractor shall prepare and submit a “Final Indirect Rate Proposal” in accordance with Section I clause FAR 52.216-7 entitled, Allowable Cost and Payment, and DEAR 952.216-7 entitled, Allowable Cost and Payment, for the total of net expenditures incurred for the period covered by the Cost Statement. It is anticipated that this will be an annual submission unless otherwise agreed to by the CO. The Contractor shall certify the Cost Statement subject to the penalty provisions for unallowable costs as stated in sections 306(b) and (i) of 41 U.S.C. 256, as amended.

**H.66H.73 Mentor-Protégé Program**

Both DOE and the Small Business Administration (SBA) have established Mentor-Protégé Programs to encourage Federal prime contractors to assist small businesses, firms certified under Section 8(a) of the Small Business Act by the 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 its business abilities. At the completion of the Contract Transition Period and continuing throughout the Contract period of performance, the Contractor shall mentor at least two (2) active Protégé companies through the DOE and/or SBA Mentor-Protégé Programs. Mentor and Protégé firms will develop and submit “lessons learned” evaluations to DOE at the conclusion of the Contract.

(a) DOE Mentor-Protégé Agreements shall be in accordance with DEAR Subpart 919.70 entitled, The Department of Energy Mentor-Protégé Program.

(b) SBA Mentor-Protégé Agreements shall be in accordance with applicable SBA regulations.

**H.66H.74 Counterintelligence Site Specific Requirements**

Pursuant to Executive Order 12333, United States Intelligence Activities, and DOE procedures for intelligence activities, it is DOE policy to protect programs, resources, facilities, and personnel from intelligence collection by or on behalf of international terrorists, foreign powers, or entities and related threats through implementation of an effective, efficient Counterintelligence (CI) Program. CRD DOE O-475.1, Counterintelligence Program (current version), reflects the current CI Program scope and requirements. These requirements are set forth locally in the Site Counterintelligence Support Plan (SCSP). The local CI Program is managed and administered by the Headquarters DOE Office of Intelligence and Counterintelligence, Directorate of Counterintelligence, Pacific Northwest Field Office with the assistance of DOE organizations, and contractors as identified in the SCSP. The Contractor shall fulfill the requirements of the SCSP.
Withdrawal of Work

(a) DOE may, at its option and during the performance of this Contract, unilaterally have any of the work contemplated by Section C, PWS, of this Contract performed by either another contractor or to have the work performed by Government employees.

(b) Work may be withdrawn:

(1) In order for the Government to conduct pilot programs;

(2) If the Contractor’s estimated cost of the work is considered unreasonable;

(3) For less than satisfactory performance by the Contractor; or

(4) For any other reason deemed by the CO to be in the best interests of the Government.

(c) If the withdrawn work has been authorized under the PMB for the current year, the work shall be terminated in accordance with the procedures in the Section I clause FAR 52.249-6 entitled, Termination (Cost-Reimbursement).

(d) If any work is withdrawn by the CO, the Contractor agrees to fully cooperate with the new performing entity and to provide whatever support is required.

(e) Limitations of this clause: DOE and the Contractor recognize that under the terms of this Section H clause entitled, Withdrawal of Work, and Section I clause FAR 52.243-2 entitled, Changes --Cost-Reimbursement, DOE has the right to modify this PWS and Section Attachments J, Attachment-3-a and J-3-b entitled, Hanford Site Services and Interface Requirements Matrix. In order to minimize the impact on existing work being performed, DOE and the Contractor agree to negotiate a reasonable Transition Period for each change in which a portion of the PWS is withdrawn from this contract and awarded or assigned to an entity other than the Contractor. The Hanford Site services listed in the Interface Requirements Matrix are not GFS/I and carry no DOE guarantee for delivery or quality.

Use of Commercial Lease Space and Mobile Offices

(a) Use of Commercial Lease Space. The Contractor’s acquisition of real property (i.e., leasing commercial space) must be conducted in accordance with applicable federal laws and regulations. Hanford Site Contracts include clause DEAR 952.217-70, Acquisition of Real Property. The policy associated with clause DEAR 917.74, Acquisition, Use, and Disposal of Real Estate, references that “acquisitions shall be justified with documentation.” In addition, FAR 31.205-36, Rental Costs, requires contractors to meet requirements applicable for the cost of renting or leasing real property. Lease packages submitted to DOE for approval, as required by DEAR 952.217-70, shall provide adequate information to meet the requirements set forth herein (e.g., market survey, cost per usable square foot, and total costs). This includes meeting federal sustainability guiding principles, building efficiency requirements, space utilization requirements, and recording acquisitions in the Facility Information Management System (FIMS).

(1) The Contractor shall:

   (i) Record planned real property acquisitions in real property planning documentation and in the FIMS Anticipated Asset Information Module, regardless of the acquisition method or funding source;
(ii) Ensure newly constructed, renovated, or newly leased building area designated for office use does not exceed the DOE’s office space design standard (an average of 180 square feet of usable area per person), regardless of predominant use of the building unless otherwise approved by DOE; and

(iii) Ensure that acquisition by lease, except when otherwise exempt, complies with the lease scoring requirements of the OMB.

(2) The following list of requirements applies when submitting a lease approval package to the applicable DOE CO. The CO will submit the final packet (Transmittal Letter, Lease Justification and Lease Agreement) to DOE for review and concurrence. The lease approval package shall demonstrate how the requirements listed below were met within the “Justification” narrative of the final submittal.

(3) The items listed below are DOE’s requirements for lease acquisitions above 12,000 usable square feet. For lease acquisitions below 12,000 usable square feet, providing evidence that competition was sought and the type of method used (i.e., adequate advertisement to potential interested parties did occur), is not required.

(4) DOE has authority for acquisition of real property for cost reimbursable contracts on the Hanford Site. As such, sole-source justifications must be approved by DOE prior to the Contractor beginning negotiations with a landlord.

(5) The Contractor shall:

(i) Identify the need and reason for the lease space being pursued and its physical location. Confirm no other Government space was available for use.

(ii) Explain the delineated area for lease acquisition (especially if there are limitations on the desired physical location of the space). Define the type, size and specific requirements of space needed.

(iii) Provide evidence that competition was sought and the type of method used (i.e., adequate advertisement to potential interested parties did occur).

(iv) Record/document that a solicitation for offers was issued, and to whom.

(v) Conduct market surveys.

(vi) Disseminate, collect, and review responses to the RFPs.

(vii) Conduct negotiations based on proposals received.

(viii) Identify the Lessor of choice based on the acceptable offer (i.e., lowest price per square foot or the offer that is most beneficial to the Government). Include a cost analysis (table) of terms and options, which identifies costs per usable square foot and total costs.

(ix) Reference the market analysis tools used (e.g., independent market survey, analysis, or formal appraisal by a licensed State of Washington appraiser) to determine fair market value.

(x) Lease Language:

(A) No termination clause longer than 365 days.
(B) Negotiate the best deal with the shortest escape clause possible.

(C) Include provisions for reassignment of the lease to DOE or its contractors.

(6) Make every effort to acquire Leadership in Energy and Environmental Design (LEED) facilities during the Real Property Lease Acquisition process. When soliciting space for Real Property Lease Acquisitions, indicate that a preference for LEED certified facilities will be given during the review of proposals. There are four LEED standards: Certified, Silver, Gold, and Platinum. The DOE preference is the Silver level or higher. Documentation of the effort to acquire LEED space at a standard through the advertisement and solicitation process is required within the Justification/Background narrative of Contractor Final Lease Packet Submittals.

(7) Leases shall be competed with adequate advertising, while making a solicitation for offer specific for acquisition of real property to potential interested parties, unless it is an RFP for service.

(8) If the Contractor believes it is in the best interest of the Government not to compete lease renewals for facilities they reside within and want to pursue a sole source opportunity, it shall:

(i) Prepare a sole-source justification to demonstrate that a renewal is in the best interest of the Government, as opposed to advertising and sending out a solicitation for offer to seek competition.

(ii) Provide the DOE Certified Realty Specialist (in advance), via the CO, with a sole-source justification for approval, prior to beginning negotiations with a landlord.

(iii) Present a narrative justification that includes associated cost analysis information specific to the stated need, while also including market survey information specific to the requirement for space the Contractor is trying to fill.

(iv) Conduct a market survey specific to the function, size and operational need.

(v) Include sole-source justification documentation while identifying comparable facilities.

(vi) Requirements for the acquisition of real property will still apply, except those specific to competition and advertising.

(b) Use of Mobile Offices. A mobile office rented or leased is procured as personal property and in most cases is installed and considered real property for its usable life. The Contractor shall obtain DOE approval, to include a review by the DOE Realty Specialist, to rent, lease or purchase a mobile office if the term is for more than one year. Mobile offices are to be treated as real property to capture maintenance costs consistently on the Hanford Site.

(1) The Contractor shall adhere to the following:

(i) Submit requests to rent, lease or purchase mobile offices for more than one (1) year to DOE for review and approval.

(ii) Unless there are exigent circumstances, DOE’s review and approval is needed to allow any rented/leased mobile office to be placed north of the Wye Barricade.

(iii) Unless there are exigent circumstances, DOE’s review and approval is needed if a mobile office is rented or leased for one year or less regardless of where they will initially be placed on the Hanford Site.
The Contractor may conduct programs such as local community assistance to mitigate adverse impacts of closure or reconfiguration of DOE facilities. Such programs may provide for the lease or transfer of DOE property at less than fair market value in accordance with the Hall Amendment (Public Law 103-160, Sections 3154 and 3155). The CO must approve, in writing, prior to any lease or transfer of DOE property under this program. Any lease or transfer of property under this program must also be approved and executed (issued) by the DOE Realty or Personal Property Officer, as appropriate.

**H.69.H.77 Hanford Site Recreation Policy**

The Contractor shall comply with the Hanford Site Recreation Policy, as updated by DOE. The Contractor shall flow down applicable requirements of this Clause to any subcontractors.

**H.70.H.78 Hanford Site Services and Interface Requirements Matrix**

(a) Definition

The Contractor shall provide services to or receive services from other Hanford Site DOE prime contractors in performance of the scope of this Contract. The purpose of the Section J, Attachments J-3.a and J-3.b entitled, *Hanford Site Services and Interface Requirements Matrix*, is to identify the service provider and the associated, general interface obligations. Section J, Attachments J-3.a and J-3.b entitled, *Hanford Site Services and Interface Requirements Matrix*, is not an all-inclusive listing of services that may be required or provided; however, all services provided to another contractor shall fall within the scope of the provider's contract.

(b) Categories of Services

Services are identified in each Contract (see Section J, Attachments J-3.a and J-3.b entitled, *Hanford Site Services and Interface Requirements Matrix*) as either “Mandatory,” or “Optional” for use by Hanford Site customers, including DOE and/or Site contractors and their subcontractors.

1. “Mandatory” services are provided by the identified service provider to all users at the start of contract performance. If, for any reason, a service provider of a mandatory service cannot provide the required service to meet the requesting contractors’ needs, the requesting contractor must obtain CO approval, prior to obtaining the services from any other source.

1. “Optional” services are services that have been historically discretionary and are considered non-compulsory at the time of Contract award.

(e) Interfaces

All “Information” interfaces (see Section J, Attachments J-3.a and J-3.b entitled, *Hanford Site Services and Interface Requirements Matrix*) are Mandatory.

(d) Requirement to Establish Controls

As set forth in the Section C, PWS, Interface Management, the Contractor shall develop, in collaboration with the DOE and the OHCs, an initial Site governance process for DOE approval within 120 days after contract transition is complete.

(e) Controls

(f)(a) When services between prime contractors are offered and accepted, the DOE does not expect the requesting prime contractor to review or otherwise validate top-level cross-cutting quality control, health, safety and/or environmental protection requirements mandated by the
performing contractor’s contract. The requesting prime contractor may assume that such contract requirements (e.g., Integrated Safety Management System [ISMS], Quality Program/Plan) are acceptable to DOE. The performing contractor shall be expected by DOE and the requesting contractor to provide products or services in a manner that is consistent with the requirements of the performing prime contractor’s contract, including QA, health and safety, and environmental compliance requirements; and the task instructions provided by the requesting contractor. Special conditions required to meet the requesting contractor’s requirements shall be documented through interface documents.

(g) Right of Access.

(h)(b) Hanford Site Contractors shall, with coordination and adequate preparation, allow service-providing contractors access to facilities to perform the service.

(i) Nuclear Safety.

(c) The Contractor shall establish a protocol with each Hanford Site contractor identified in the Section J Attachment, Attachments J-3.a and J-3.b entitled, Hanford Site Services and Interface Requirements Matrix; this protocol shall establish the basis to perform contract work scope within a nuclear facility, or perform work scope that affects the safety basis of a nuclear facility, that is operated by the Hanford Site contractor who has responsibility for the nuclear facility.

The protocol shall:
- Describe the general scope of work to be performed, flow down of nuclear safety requirements, and implementing processes and procedures for DOE approval prior to transition.
- Be signed by the Contractor and concurred within by the other affected contractor. Any new or future protocols or updates shall be submitted to DOE for approval.

The protocol will be recognized as part of the ISMS description. The Contractor shall:
- Comply with all facility safety authorization basis and nuclear safety requirements that are established by the Hanford Site contractor responsible for the nuclear facility.

- Flow down to each subcontractor (in accordance with the Section I clause DEAR 970.5223-1 entitled, Integration of Environment, Safety and Health into Work Planning and Execution), the protocol to comply with all facility safety authorization basis and nuclear safety requirements that are established by the contractor responsible for the nuclear facility.

Payment of Services.

(j)(d) Fee-for-Service providers shall provide to DOE and make available to the user an adequate basis for liquidation of the charge for usage-based, “Mandatory” services. The service rates shall be developed based upon customer service level forecasts-projected usage.

(k) Responsibility for Delivery of Service

(l)(e) Contractors retain the responsibility to reach agreement on interfaces and for the appropriate delivery of services. The Government makes no guarantees or warranties regarding the delivery of services, and services between contractors shall not constitute GFS/I. The Government shall
not be held responsible for the delivery or non-delivery of services between Hanford Site contractors. Contractors shall attempt to resolve any disputes regarding service interfaces and the provision of services among themselves. If contractors are unable to achieve a timely resolution of issues between themselves regarding interfaces or the appropriate delivery of services, contractors may seek direction from the CO. DOE shall be the exclusive authority for resolving disputes associated with interface issues that cannot be resolved between parties in a timely manner. To the extent contractors attempt to litigate disputes between themselves regarding interfaces or the appropriate delivery of services, all costs associated with such litigation shall be unallowable under this Contract.

(n) Direct Funded and Usage Based Services Not Commercial Items

Unless specified otherwise by the CO, all “Direct Funded” and “Usage Based” Services (UBS) (see Section J Attachment entitled, Hanford Site Services and Interface Requirements Matrix), including all Information Technology and Management services, under this Contract are unique to the Hanford Site, and are not “commercial items” as defined by FAR 2.101. The Contractor shall not perform or arrange for the performance of UBS Usage Based Services by means of any process reserved for the acquisition of commercial items without first receiving written approval from the DOE CO expressly stating that a particular UBS Usage Based Service to be acquired meets the FAR 2.101 definition of a “commercial item.”

Emergency Procedures

This Clause supplements DOE-0223, DOE-RL Emergency Plan Implementing Procedure, by clarifying the process for implementation of proposed changes listed in Section 3.20, Subsection 5.0 of this document. DOE-0223 is managed by the DOE Security and Emergency Services, and Information Management organization. When updates to the Procedure need to be made, the Emergency Preparedness points of contact from each represented company are provided drafts for review and are required to consult with the appropriate contractor staff in their respective organization to determine impacts to contractual requirements (e.g., work scope, cost, schedule). If there are impacts, the contractor will immediately contact the DOE CO for direction.

Transformational Energy Action Management (TEAM) Initiative

In support of the goals of the DOE’s Transformational Energy Action Management (TEAM) initiative, and the goals and objectives contained in Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management, the Contractor shall provide full and open access to the maximum extent practicable to DOE contracted Energy Service Companies (ESCO) under Energy Savings Performance Contracts (ESPC), facilitate onsite assessments of opportunities to improve the Site’s energy efficiency, water reduction and renewable energy improvements, and shall provide assistance in reviewing ESCO recommendations. The Contractor shall define requirements necessary to be placed in ESPCs and participate in the creation of ESPCs. The Contractor shall ensure ESCO personnel are granted access pursuant to contractual requirements; monitor ESCO activities to ensure that site safety and security requirements are adhered to; promptly provide information requested by ESCO personnel to assist them in developing viable recommendations; and, assist in the monitoring and execution of ESPC projects. When an ESCO is working in facilities under the control of the contractor, the ESCO shall work under the facility contractor’s work control and safety program.
H.73H.81 Shipment Notification

(a) The Contractor and/or Subcontractors shall notify Energy Northwest seven (7) days in advance of any movement of “common” explosives over 1,800 pounds excluding small arms ammunitions or classified shipments within five (5) miles of Energy Northwest and/or, (2) of any railroad shipment from/to Hanford north of the rail spur to the Fast Flux Test Facility.

(b) For EM radioactive material/waste shipments by motor carrier and/or rail, the additional security measures described below shall be implemented. Documentation that the security measures were performed shall be maintained with the shipping papers.

(0)(1) Additional Security Measures to be Implemented for Motor Carriers transporting Radioactive Material/Waste Shipments:

- (i) Verify and document that site security plans require drivers entering the faculty for loading/unloading of shipments to sign in at the security gate and be escorted to the loading/unloading location unless a security badge has been issued.
- (ii) Verify and document the name of the drivers, who will be entering DOE facilities to pick up shipments to be used for commercial shipments, are on the list provided by the motor carrier.
- (iii) Verify and document the motor carriers to be used have provided documentation that all drivers meet the personal security requirements addressed in the U.S. Department of Transportation’s Security Sensitive Visits.
- (iv) Obtain copies of documentation from the carriers that all drivers are citizens of the United States.
- (v) Verify the drivers have a Commercial Driver’s License, with proper hazardous materials endorsements, and attach a copy to the shipment documentation to be kept on file for each shipment.
- (vi) Verify and document the carriers utilize satellite tracking and/or maintains cellular telephone contact with the driver, including the requirement that the driver must contact carrier dispatch at regular intervals.
- (vii) Require security staff to perform and document per-loading equipment inspections to avoid explosive and other devices as detailed in Measure 18 of CRD Notice 473.9 (Supplemented Rev. 0), Security Conditions.

   NOTE: DOE Notice, Measure 18. Implement screening procedures for other deliveries at designated inspection points to identify explosives and incendiary devices. Use canine (K-9) teams for inspections, when available. Instruct Sitesite personnel to report suspicious packages to Security and refrain from handling them until cleared by appropriate authority.

- (viii) Provide the drivers a briefing and a copy of written instructions regarding en route shipment security measures to be taken. Ensure the drivers can read and understand the instructions provided and have the driver sign a copy of the instructions. Attach signed and dated copy of the instructions to the shipment documentation to be kept on file.

- (ix) Request consignee notification of receipt of shipments.
(4)(2) Additional security measures

Security Measures to be implemented for rail carriers: Rail Carriers transporting radioactive material/waste shipments:

Radioactive Material/Waste Shipments

(i) Obtain a copy of the rail carrier’s security plan. Ensure the plan identifies communications links, frequency of communication, and points of contact information for security-related emergencies.

(ii) Implement a mechanism to be notified by the carrier should cars/train encounter any unexpected occurrences en route. Ensure the rail carrier has access to the information.

(iii) Require security staff to perform and document pre-loading equipment inspections to avoid explosive and other as detailed in Measure 18 of CRD Notice 473.9 (Supplemented Rev. 0), Security Conditions.

NOTE: DOE Notice, Measure 18. Implement screening procedures for other deliveries at designated inspection points to identify explosives and incendiary devices. Use K-9 teams for inspections, when available. Instruct site personnel to report suspicious packages to Security and refrain from handling them until cleared by appropriate authority.

(iv) Verify and document the rail carrier has a communication system (through central dispatch consignee notification of arrival cars/trains).

(v) Request consignee notification of arrival of cars/trains.

H.74 – EM-Specific Sustainability Interim Clause to Implement EISA 2007 and Executive Order 13693

The Contractor is responsible for the management and operation of the DOE’s facilities, fleets, and conduct of mission operations at the Hanford Site. In accordance with the Energy Policy Act of 2005, the Energy Independence and Security Act of 2007 (EISA 2007) and Executive Order 13693, Planning for Federal Sustainability in the Next Decade, the Contractor shall:

a. Assist the Department through direct participation and other support in achieving the Department’s scope 1, 2, and 3 GHG emission reduction goals and other goals and objectives contained in Executive Order 13693.

b. Report annually a comprehensive inventory of absolute GHG emissions, including specified scope 3 emissions, as directed by the CO. Develop and implement internal policies to calculate and track GHG emissions following federal guidelines.

c. Implement the Technical Guidance on Implementing the Stormwater Runoff Requirements for Federal Projects, under Section 438 of EISA 2007, issued by the EPA.

d. Use low-GHG emitting vehicles, optimize number of vehicles in fleet, and follow DOE fleet guidance as provided by the CO.

e. Assist the Department in meeting the pollution prevention and waste diversion goals of Executive Order 13693 through source reduction and, as supported by cost-benefit analysis, diverting from disposal non-hazardous solid wastes and construction and demolition materials and debris.
f.— Assist the department in meeting its high performance sustainable building design, construction, operation and management, maintenance, and deconstruction goals as provided in Executive Order 13693.

1) Pursue cost-effective, innovative strategies, such as highly reflective and vegetated roofs, to minimize consumption of energy, water, and materials and to contribute to the efforts to bring facilities into compliance with the federal guiding principles for high performance buildings.

2) Manage existing building systems to reduce the consumption of energy, water, and materials, and identify alternatives to renovation that reduce existing assets’ deferred maintenance costs.

3) Identify opportunities to consolidate and dispose of existing assets, optimize the performance of the Department’s real property portfolio, and reduce associated environmental impacts.

g.— Assist the Department in ensuring that new federal buildings and federal buildings undergoing major renovations reduce their fossil fuel-generated energy consumption (baseline 2003) by 55 percent (2010), 65 percent (2015), 80 percent (2020), 90 percent (2025), and 100 percent (2030).

h.— Ensure major replacements of installed equipment, renovation, or expansion of existing space employ the most energy-efficient designs, systems, equipment, and controls that are life cycle cost effective. And ensure such activities contribute to compliance with federal guiding principles for high performance buildings.

i.— As directed by the CO, designate a facility energy manager and complete energy and water evaluations every four years for each facility. Ensure that facility energy managers commission equipment and establish operations and maintenance plans for measuring, verifying, and reporting energy and water savings.

j.— Assist the department in advancing sustainable acquisition for products and services as outlined in Executive Order 13693:

1) Promote electronics stewardship.

2) Establish and implement policies to enable power management, duplex printing, and other energy-efficient or environmentally preferable features on all eligible agency electronic products.

3) Employ environmentally sound practices with respect to the agency’s disposition of all agency excess or surplus electronic products.

4) Implement best management practices for energy-efficient management of servers and federal data centers.

k.— Assist the Department to sustain environmental management by:

1) Continuing implementation of formal environmental management systems at all appropriate organizational levels; and

2) Ensuring these formal systems are appropriately implemented and maintained to achieve the performance necessary to meet the goals of Executive Order 13693.

Overtime Control Reporting

No overtime premium is authorized other than as specified in FAR 52.222-2. Overtime premium authorized per FAR 52.222-2 will not be considered a CO determination of overtime reasonableness or cost allowability.

Notwithstanding any other provision in this Contract, the Contractor shall submit an Overtime Justification Report of the overtime hours worked to the CO six (6) months after contract
execution start and annually thereafter no later than November 30 of each year. Overtime Justification Reports shall be reported, at a minimum, by Common Occupational Classification System sub-codes, differentiate between premium and non-premium overtime, and provide sufficient detail to demonstrate all three of the following:

1. Compliance with provisions set forth in FAR 52.222-2;
2. All other alternatives to overtime were evaluated prior to working overtime and found inadequate or not feasible;
3. Overtime hours worked were in the best interest of the Government.

The Overtime Justification Report will be used to assist the CO in determining reasonableness and cost allowability.

H.76.1 Special Voluntary Retirement Program Payment Authorization

The Contractor is authorized to reimburse, as an allowable cost, monthly payments associated with the 1996 Special Voluntary Retirement Program in accordance with RL letter 17-PRO-0031 REISSUE, dated November 28, 2016. Each monthly payment will continue until the month of the retiree’s death or spouse’s death, whichever is later. The Contractor shall make such payments, as allowable costs, for the terms of the contract only. Any costs related to these payments, such as administration, employer taxes, etc., are also considered allowable.

H.77 Organizational/Safety Culture

The Contractor shall adapt to DOE’s and Hanford’s organizational and safety culture and incorporate Site core values and behaviors into leadership principals, management behaviors, operational work planning, and work execution. Emphasis shall be placed on Leadership, Employee Engagement, and Organizational Learning behaviors and values consistent with DOE G 450.4-1C, Integrated Safety Management System Guide, Attachment 10. Policies and processes that promote a work environment where employees are encouraged to raise safety concerns shall be rigorously enforced, and actions shall be taken to mitigate the potential for a chilling effect.

An organizational/safety culture sustainment plan shall be developed, maintained, and implemented. On a quarterly basis, as a minimum, DOE shall be informed on the effectiveness of the improvement actions and plans to initiate new improvement actions. As part of the sustainment plan, measurement processes used to determine the current state of the organizational/safety culture and how new improvement actions were derived from the measurement processes will be reported to DOE annually.

H.78.83 Organizational Conflict of Interest Between Hanford Site Contracts

Performance of the Contract will be limited throughout the Contract period of performance to a Contractor that is not concurrently performing the Plateau Remediation Contract (PRC), the Tank Farms Operations Contract (TOC), the Waste Treatment and Immobilization Plant (WTP) Contract, the Occupational Medical Services Contract (OccMed), the 222-S Analytical Laboratory Services Contract (222-S Lab), or other future Hanford contracts with those work scopes. This Contract limitation applies to any teaming member(s) as described in FAR Subpart 9.6, Contractor Team Arrangements, preselected subcontractor(s), parent companies or affiliates of the teaming member(s), or preselected contractor(s), concurrently performing the PRC, TOC, WTP Contract, or other future Hanford contracts with those work scopes.
This Contract limitation applies to member(s) of a contractor team arrangement as described in FAR 9.601(1), Contractor Team Arrangements, and any parents, affiliates, or subsidiaries of the teaming member(s), concurrently performing the PRC, TOC, WTP, OccMed, 222-S Lab work scopes (either as a prime contractor or subcontractor), or other future Hanford contracts with those work scopes. This Contract limitation also applies to subcontractor(s) performing work under the Safeguards and Security; Emergency Operations; Strategic Planning, Governance, Enterprise Architecture, and Program Management; Cyber Security; Records Management; Environmental Regulatory Management; Environmental Permits and Compliance; and Hanford Portfolio Analysis, Project Support, and Independent Assessment work scopes who are concurrently performing the PRC, TOC, WTP Contract, OccMed Contract, 222-S Lab Contract, or other future Hanford contracts with those same work scopes consistent with the below (Table H-5).

| Table H-5. CO Identification of Actual Impaired Objectivity OCIs within the HMESC |
|---------------------------------|---------------|---------------|---------------|---------------|---------------|
| Section C Entitled             | PRC           | TOC           | WTP           | OccMed        | 222-S         |
| Safeguards and Security*       | X             | X             | X             | X             | X             |
| Emergency Operations           | X             | X             | X             | X             | X             |
| Strategic Planning, Governance, Enterprise Architecture, and Program Management; | X             | X             | N/A           | X             | X             |
| Cyber Security*                | X             | X             | N/A           | X             | X             |
| Records Management*            | X             | X             | N/A           | X             | X             |
| Environmental Regulatory Management* | X             | X             | X             | N/A           | X             |
| Environmental Permits and Compliance | X             | X             | X             | N/A           | X             |
| Hanford Portfolio Analysis, Project Support, and Independent Assessment* | X             | X             | X             | X             | X             |

* Includes all lower level sub-elements in the identified PWS.

222-S = 222-S Analytical Laboratory Services
CO = Contracting Officer
HMESC = Hanford Mission Essential Services Contract
OCI = Organizational Conflict of Interest
OccMed = Occupational Medical Services Contract
PRC = Plateau Remediation Contract
TOC = Tank Operations Contract
WTP = Waste Treatment and Immobilization Plant

**H.84 Organizational Conflict of Interest – Affiliate (s)**

The prime contractor, [Offeror to insert name of Prime Contractor] comprised of [Offeror to insert names of partner companies], is responsible for the completion of all aspects of this contract. In order to effectively and satisfactorily execute its responsibility to manage and accomplish the contract work, the prime contractor must have complete objectivity in its oversight and management of its subcontractors. Therefore, consistent with the principle contained in Federal Acquisition Regulation subpart 9.5 and specifically section 9.505(a), and notwithstanding any other provision of this Contract, the prime contractor is, absent prior written consent from the CO as provided herein, prohibited from entering into a subcontract arrangement with any affiliate or any affiliate of its partners, or utilize any affiliate or affiliate of its partners, to perform work under a subcontract. Such contractual relationship(s) are presumed to create an impaired objectivity type conflict of interest. If the contractor believes the capabilities of an affiliate could be utilized in such a manner as to neutralize or avoid the existence of an organizational conflict of interest, the Contractor must obtain the CO’s written consent prior to before placing the subcontract.

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.
H.85 Task Ordering Procedures

Performance under the IDIQ CLINs 0007, 1007, 2007 - Infrastructure Reliability Projects and CLINs 0008, 1008, 2008 - DOE Small Business Procurement Post-Award Support and Other Directed Work Scope, shall be subject to the following task ordering procedure:

(a) Work under these CLINs shall only be performed after a task order or modification is issued in accordance with this task ordering procedure. All costs for work associated with these CLINs shall be allocable only to task orders and modifications issued as described therein.

(b) Request for task proposals will be issued in writing by the CO, may include notice to proceed, and will include the following information:

(1) Performance-Based Statement of Work;

(2) Task Order Deliverables;

(3) The Task Order type;

(4) The anticipated performance period;

(5) Authorized travel;

(6) Government-furnished property;

(7) Task Order Proposal instructions including a proposal response time;

(8) Applicable, additional clauses depending on the task order type; and

(9) Other pertinent information.

(c) The Contractor’s task proposal for Firm-Fixed-Price task orders shall include:

(1) Date of commencement of work and any necessary revision to the schedule of performance stipulated by the Government. The Contractor may submit a schedule of milestones for which it may be reimbursed by the Government after the successful completion of each milestone.

(2) A total firm-fixed-price for the completion of the work described in the PWS of the task order by the schedule of performance stipulated by the Government. The firm-fixed-price proposed by the Contractor shall incorporate all anticipated costs including fully-burdened labor, travel, and other direct costs.

(d) The Contractor’s Task Proposal for Time-and-Materials task orders shall include:

(1) Date of commencement of work and any necessary revision to the schedule of performance stipulated by the Government;

(2) Direct Productive Labor Hours (DPLH), on a monthly basis by applicable labor category and labor resource codes consistent with the DOE Environmental Restoration/Waste Management Activities Common Occupational Classification System, and the total labor hours, including those in (5) below, estimated to be necessary to complete the task;

(3) Fully-burdened (including profit) labor rates proposed for the task order. The fully-burdened labor rates shall be developed using the Contractor’s current forward pricing rates, with profit identified as a separate element for each labor category;
(4) The estimate for travel, materials, and other direct costs;

(5) An estimate for subcontractors and consultants, including DPLH, if applicable;

(6) Other pertinent information (e.g., material handling costs minimum position qualifications); and

(7) The proposed ceiling price for completion of the task order.

(e) The Contractor’s Task Proposal for Cost Reimbursement type task orders (e.g., CPAF, CPIF, CPFF) shall include the information as requested in the Request for Task Proposals.

(f) The awarded task order will be issued bilaterally, and will include, but is not limited to, the following information:

   (1) Date of the order;
   (2) Contract and Task Order numbers;
   (3) Performance-Based Statement of Work, including references to applicable specifications;
   (4) Task Order Performance Period;
   (5) Task Order deliverables;
   (6) Any property, material, or site support to be made available for performance of the task order (GFS/I);
   (7) The total negotiated fixed price, ceiling price, or estimated cost and fee of the task order, and appropriate cost/price breakout for the specific task order type, if applicable;
   (8) Obligated amount, accounting and appropriation data;
   (9) The names, addresses, and phone numbers of the applicable CO and COR as well as any other necessary points of contact; and
   (10) Any other pertinent information deemed necessary to the performance of the order.

(g) Task orders will be issued on forms specified and provided by the Government. Task orders will be numbered.

(h) The Contracting Officer may issue an undefinitized task order. The undefinitized task order will include the information described in paragraphs (b). The undefinitized task order may be issued unilaterally and will include:

   (1) A definitization schedule including a proposal response time; and

A requirement to establish separate accounting for the undefinitized action.
Part II – Contract Clauses

Section I

Contract Clauses
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I.1  FAR 52.252-2,f Clauses Incorporated By Reference (Feb. 1998)

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

https://www.acquisition.gov/?q=browsefar

I.2  FAR 52.252-6 Authorized Deviations in Clauses (Apr 1984)

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

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<td>Patent Indemnity (Apr 1984) Rights in Data—General (May 2014) ALTERNATE V (Applies if any “data” will be produced, furnished, or acquired under the contract.) If delivery of Limited Rights Data is required, then ALTERNATE II shall apply. If delivery of Restricted Computer Software is required, then ALTERNATE III shall apply.</td>
<td>(g)(3) Purposes as set forth in 27.404-2(c)(1), and for Government business purposes (except for manufacture). If Alt. II applies, the following disclosure:</td>
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<td>(b)(2)(i) 12 months</td>
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<td>I.183</td>
<td>952.25025-70 Full Text Full Text</td>
<td>Nuclear Hazards Indemnity Agreement Contractor Employee Travel Discounts (Aug 20162009)</td>
<td></td>
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<tr>
<td>Clause No.</td>
<td>FAR/DEAR Reference</td>
<td>Title</td>
<td>Fill-In Information; See FAR 52.104(d)</td>
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<tr>
<td>I.186</td>
<td>970.5204-3 Full Text</td>
<td>Access to and Ownership of Records (Oct 2014) (Deviation)</td>
<td></td>
</tr>
<tr>
<td>I.189</td>
<td>970.5223-14 Full Text Full Text</td>
<td>Integration of Environment, Safety, and Health into Work Planning (Dec 2000) Workplace Substance Abuse Programs at DOE Sites (Dec 2010)</td>
<td></td>
</tr>
</tbody>
</table>
This contract incorporates one or more clauses, by reference, as indicated in the matrix above. Any clauses that are included in full text are listed below and include the same Section I identifier in parentheses as was used above.

(I.18) FAR 52.204-13, System for Award Management Maintenance (Oct. 2016)

(a) Definitions. As used in this clause:

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM) database” means that—

(1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM database;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“System for Award Management (SAM)” means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes:

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government’s reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information
in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c) (1) (i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to—

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor’s SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at www.sam.gov for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(d) Contractors may obtain additional information on registration and annual confirmation requirements at https://www.acquisition.gov.

(I.2223) FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Jun. 2016)

(a) Definitions. As used in this clause—

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the
Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement sub-networks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.
(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(I.23) FAR 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)

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

Covered article means any hardware, software, or service that--

(1) Is developed or provided by a covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means--

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab;

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

(b) Prohibition. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from--

(1) Providing any covered article that the Government will use on or after October 1, 2018; and

(2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) Reporting requirement.

(1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at https://dibnet.dod.mil/. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract.
and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil/.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

(i) Within 1 business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

(I.41) FAR 52.216-18 Ordering (Oct. 1995) – Applies To IDIQ CLINs Only

(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 Start Date of the Base Period CLINs, as defined in Section F.3, DOE-F-2003 entitled, Period of Performance – Alternate I & Alternate II, through the end of contract performance as specified in Section F.

(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.42) FAR 52.216-19 Order Limitations (Oct. 1995) – Applies To IDIQ CLINs Only

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $25,000.00 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 $610,400,000,000.00;

(2) Any order for a combination of items in excess of $610,400,000,000.00; 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.43) FAR 52.216-22, Indefinite Quantity (Oct. 1995) – Applies to IDIQ CLINs Only

(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 one year beyond the expiration date of the contract period.

(I.45) FAR 52.217-9, Option to Extend the Term of the Contract (Mar. 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the contract expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

(I.48) FAR 52.219-9 Small Business Subcontracting Plan (Jan 2017) – Alt II (Nov 2016)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause—
“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Government wide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at http://www.esrs.gov.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

“Individual subcontracting plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master subcontracting plan” means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

“Reduced payment” means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

“Total contract dollars” means the final anticipated dollar value, including the dollar value of all options.

“Untimely payment” means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c) (1) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business,
and women-owned small business concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the Offeror ineligible for award of a contract.

(2) The Contractor may accept a subcontractor’s written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(i) The subcontractor is registered in SAM; and

(ii) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iv) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(d) The Offeror’s subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626—

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe; and

(ii) Where one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate
Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC’s or the Indian tribe’s written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror’s total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

(i) Small business concerns,

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns, and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern’s size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror’s subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled “Utilization of Small Business Concerns” in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of $700,000 ($1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will --

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;

(iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts intended for use by multiple agencies;
(iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(vi) Provide its prime contract number, its DUNS number, and the email address of the Offeror’s official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the email address of the subcontractor’s official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror’s efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than $150,000, indicating --

(A) Whether small business concerns were solicited and if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and if not, why not;
(F) Whether women-owned small business concerns were solicited and if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact --

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through --

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program’s requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if--

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concern’s pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).
(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor’s lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all “make-or-buy” decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern in accordance with 52.219-8(d)(2).

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor’s subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontractor in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided --

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror’s planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor’s commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government’s fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one subcontracting plan. When a modification exceeds the subcontracting plan threshold in 19.702(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled “Utilization Of Small Business Concerns,” or (2) an approved plan required by this clause, shall be a material breach of the contract and may be considered in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at http://www.esrs.gov. Purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor are not included in these reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

1. ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

   (i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR,
Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.

(ii)

(A) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract pursuant to 19.702(a)(3) or 19.301-2(e), the Contractor’s achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

(iv) The authority to acknowledge receipt or reject the ISR resides—

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR

(i) Reports submitted under individual contract plans.

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (e.g., plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency’s contracts, provided at least one of that agency’s contracts is over $700,000 (over $1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.
(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan.

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government’s fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government’s fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(I.7372) FAR 52.222-35, Equal Opportunity for Veterans (Oct. 2015)

(a) Definitions. As used in this clause—

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(I.7473) FAR 52.222-36, Equal Opportunity for Workers with Disabilities (Jul. 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.
(I.7877) 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 (Please refer to Section J, Attachment J-9 for Wage Determinations applicable to this Contract)

<table>
<thead>
<tr>
<th>Classifications</th>
<th>Grade</th>
<th>Equivalent Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Assistant</td>
<td>GS-7</td>
<td>19.8225</td>
</tr>
<tr>
<td>Carpenter</td>
<td>WG-9</td>
<td>24.6423.21</td>
</tr>
<tr>
<td>Computer Operator</td>
<td>GS-6</td>
<td>17.8432</td>
</tr>
<tr>
<td>Electrician</td>
<td>WG-10</td>
<td>26.2625.04</td>
</tr>
<tr>
<td>Engineering Technician</td>
<td>GS-9</td>
<td>24.2423.54</td>
</tr>
<tr>
<td>Environmental Technician</td>
<td>GS-7</td>
<td>19.8225</td>
</tr>
<tr>
<td>Forklift Operator</td>
<td>WG-5</td>
<td>18.0945.80</td>
</tr>
<tr>
<td>Guard</td>
<td>GS-5</td>
<td>16.0045.54</td>
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<tr>
<td>Heavy Equipment Operator</td>
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<tr>
<td>HVAC</td>
<td>WG-10</td>
<td>26.2625.04</td>
</tr>
<tr>
<td>Instrument Mechanic</td>
<td>WG-10</td>
<td>26.2625.04</td>
</tr>
<tr>
<td>Janitor</td>
<td>WG-2</td>
<td>13.0640.50</td>
</tr>
<tr>
<td>Laborer</td>
<td>WG-2</td>
<td>13.0640.50</td>
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<tr>
<td>Machinist</td>
<td>WG-10</td>
<td>26.2625.04</td>
</tr>
<tr>
<td>Motor Vehicle Operator</td>
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<tr>
<td>Painter</td>
<td>WG-9</td>
<td>24.6423.21</td>
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<tr>
<td>Pipefitter</td>
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<td>26.2625.04</td>
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<tr>
<td>Receiving Clerk</td>
<td>WG-4</td>
<td>16.4444.06</td>
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<tr>
<td>Secretary</td>
<td>GS-6</td>
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</tr>
<tr>
<td>Technical Instructor</td>
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<td>Technical Writer</td>
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<tr>
<td>Truck Driver</td>
<td>WG-8</td>
<td>22.9921.38</td>
</tr>
<tr>
<td>Warehouse Specialist</td>
<td>WG-5</td>
<td>18.0945.80</td>
</tr>
</tbody>
</table>
Table I-2. Classes of Service, Wage, and Fringe Benefits

<table>
<thead>
<tr>
<th>Classifications</th>
<th>Grade</th>
<th>Equivalent Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Treatment Operator</td>
<td>WG-9</td>
<td>24.6423.21</td>
</tr>
<tr>
<td>Welder</td>
<td>WG-10</td>
<td>26.2625.04</td>
</tr>
</tbody>
</table>

Note: The fringe benefit rate is $4.1327/hour which is in addition to the above hourly rates.

(I.8786) 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 the Contracting Officer.

(I.104102) FAR 52.225-9, Buy American—Construction Materials (May 2014)

(a) Definitions. As used in this clause:

“Commercially available off-the-shelf (COTS) item”

(1) Means any item of supply (including construction material) that is:

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete
systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means:

(3) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(4) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means:

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if:

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which non-availability determinations have been made are treated as domestic; or

(ii) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which non-availability determinations have been made are treated as domestic; or

(iii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate “none”]

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(3) The Contracting Officer may add other foreign construction material to the list in paragraph 
(b)(2) of this clause if the Government determines that—

(iii)(i) The cost of domestic construction material would be unreasonable. The cost of a 
particular domestic construction material subject to the requirements of the Buy American 
statute is unreasonable when the cost of such material exceeds the cost of foreign material by 
more than 6 percent;

(iii)(ii) The application of the restriction of the Buy American statute to a particular construction 
material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in 
sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1) (i) Any Contractor request to use foreign construction material in accordance with paragraph 
(b)(3) of this clause shall include adequate information for Government evaluation of the request, 
including:

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials 
cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and 
a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and 
any applicable duty (whether or not a duty-free certificate may be issued).

(iii)(iv) Any Contractor request for a determination submitted after contract award shall explain 
why the Contractor could not reasonably foresee the need for such determination and could 
not have requested the determination before contract award. If the Contractor does not submit 
a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute 
applies and the Contracting Officer and the Contractor negotiate adequate consideration, the 
Contracting Officer will modify the contract to allow use of the foreign construction material. 
However, when the basis for the exception is the unreasonable price of a domestic construction 
material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) 
of this clause.
(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

<table>
<thead>
<tr>
<th>Foreign and Domestic Construction Materials Price Comparison</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Material Description</td>
</tr>
<tr>
<td>-----------------------------------</td>
</tr>
<tr>
<td>Foreign construction material</td>
</tr>
<tr>
<td>Domestic construction material</td>
</tr>
<tr>
<td>Item 2</td>
</tr>
<tr>
<td>Foreign construction material</td>
</tr>
<tr>
<td>Domestic construction material</td>
</tr>
</tbody>
</table>

\(105403\) FAR 52.225-11, Buy American—Construction Materials Under Trade Agreements (Oct. 2016)

(a) Definitions. As used in this clause—

“Caribbean Basin country construction material” means a construction material that:

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

“Commercially available off-the-shelf (COTS) item”:

(1) Means any item of supply (including construction material) that is—

(i) (i)—A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) (ii)—Sold in substantial quantities in the commercial marketplace; and

(iii) (iii)—Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of
those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means:

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Designated country” means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

“Designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

“Domestic construction material” means:

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if:

(ii) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which non-availability determinations have been made are treated as domestic; or
(i) (ii) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which non-availability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

“Free Trade Agreement country construction material” means a construction material that:

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that:

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“WTO GPA country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements 41 U.S.C. chapter 83, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

[To be determined by the Contracting Officer] to list applicable excepted materials or indicate “none”]

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(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) (i)—The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) (ii)—The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) (iii)—The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including:

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) (ii)—A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) (iii)—The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) (iv)—Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) (2)—If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.
Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

<table>
<thead>
<tr>
<th>Foreign and Domestic Construction Materials Price Comparison</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Material Description</td>
</tr>
</tbody>
</table>
| Item 1
| Foreign construction material | ______ | ______ | ______ |
| Domestic construction material | ______ | ______ | ______ |
| Item 2
| Foreign construction material | ______ | ______ | ______ |
| Domestic construction material | ______ | ______ | ______ |

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

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

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts:

[The DOE Contracting Officer will issue a letter to the Contractor setting thresholds for consent to subcontract.]  

(e) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor’s current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor’s Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor’s certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor’s certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor’s price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price
subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor’s purchasing system shall constitute a determination -

1. Of the acceptability of any subcontract terms or conditions;
2. Of the allowability of any cost under this contract; or
3. To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor’s purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: [Not Applicable.]

(I.151) 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:

[Contracting Officer identified in Section G]

(I.157) FAR 52.250-2 SAFETY Act Coverage Not Applicable (Feb 2009)

The Government has determined that for purposes of this solicitation the product(s) or service(s) being acquired by this action are neither presumptively nor actually entitled to a pre-determination that the products or services are qualified anti-terrorism technologies as that term is defined by the Support Anti-terrorism by Fostering Effective Technologies Act of 2002 (SAFETY Act), 6 U.S.C. 441-444. This determination does not prevent sellers of technologies from applying for SAFETY Act protections in other contexts. Proposals in which either acceptance or pricing is made contingent upon SAFETY Act...
designation as a qualified anti-terrorism technology or SAFETY Act certification as an approved product for homeland security of the proposed product or service will not be considered for award. See Federal Acquisition Regulation Subpart 50.2.

(I.161) DEAR 952.202-1, Definitions (Feb. 2011)

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):

(c) 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.162) 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.163) DEAR 952.204-2, Security Requirements (Aug 2016)

(a) Responsibility. It is the Contractor’s duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material and special nuclear material) which are in the Contractor’s possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter or special nuclear material in the possession of the Contractor or any person under the Contractor’s control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

(b) Regulations. The Contractor agrees to comply with all security regulations and contract requirements of DOE as incorporated into the contract.

(c) Definition of classified information. The term Classified Information means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order
12958, Classified National Security Information, as amended, or prior executive orders, which is identified as National Security Information.

(d) Definition of restricted data. The termRestricted Data means all data concerning design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 [Section 142, as amended, of the Atomic Energy Act of 1954].

(e) Definition of formerly restricted data. The term “Formerly Restricted Data” means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information—

(1) Relates primarily to the military utilization of atomic weapons; and

(2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions on transmission to other countries or regional defense organizations that apply to Restricted Data.

(f) Definition of national security information. The term “National Security Information” means information that has been determined, pursuant to Executive Order 12958, Classified National Security Information, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.

(g) Definition of special nuclear material. The term “special nuclear material” means—

(1) Plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071 [section 51 as amended, of the Atomic Energy Act of 1954] has been determined to be special nuclear material, but does not include source material; or

(2) any material artificially enriched by any of the foregoing, but does not include source material.

(h) Access authorizations of personnel.

(1) The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE’s regulations and contract requirements applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required.

(2) The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.

(i) A review must—Verify an uncleared applicant’s or uncleared employee’s educational background, including any high school diploma obtained within the past five years, and degrees or diplomas granted by an institution of higher learning; contact listed employers for the last three years and listed personal references; conduct local law enforcement checks when such checks are not prohibited by state or local law or regulation and when the uncleared applicant or uncleared employee resides in the jurisdiction where the Contractor is located; and conduct a credit check and other checks as appropriate.
(ii) Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another Federal agency, or whose access authorization may be reapproved without a federal background investigation pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d).

(iii) In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared employee to a position requiring an access authorization, the Contractor must comply with all applicable laws, regulations, and Executive Orders, including those—(A) Governing the processing and privacy of an individual’s information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; and (B) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability related questioning.

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

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

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

(A) The date(s) each Review was conducted;

(B) Each entity that provided information concerning the individual;

(C) A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual’s information collected during the review;

(D) A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor’s personnel policies; and

(E) The results of the test for illegal drugs.
(i) Criminal liability. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to protect any classified information, special nuclear material, or other Government property that may come to the Contractor or any person under the Contractor’s control in connection with work under this contract, may subject the Contractor, its agents, employees, or Subcontractors to criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794).

(j) Foreign ownership, control, or influence. (1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Standard Form (SF) 328, Certificate Pertaining to Foreign Interests, executed prior to award of this contract. The Contractor will submit the Foreign Ownership, Control or Influence (FOCI) information in the format directed by DOE. When completed the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Contracting Officer.

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

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

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

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

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

(I.164) DEAR 952.204-70, Classification/Declassification (Sep. 1997)

In the performance of work under this contract, the Contractor or subcontractor shall comply with all provisions of the Department of Energy’s regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. In this section, “information” means facts, data, or knowledge itself; “document” means the physical medium on or in which information is recorded; and “material” means a product or substance which contains or reveals information, regardless of its physical form or characteristics. Classified information is “Restricted Data” and “Formerly Restricted Data” (classified under the Atomic Energy Act of 1954, as amended) and “National Security Information” (classified under Executive Order 12958 or prior Executive Orders).

The original decision to classify or declassify information is considered an inherently governmental function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal Government Original Classifiers. Other personnel (Government or Contractor) may serve as derivative classifiers which involves making classification decisions based upon classification guidance which reflect decisions made by Federal Government Original Classifiers.

The Contractor or subcontractor shall ensure that any document or material that may contain classified information is reviewed by either a Federal Government or a Contractor Derivative Classifier in accordance with classification regulations including mandatory DOE directives and classification/declassification guidance furnished to the Contractor by the Department of Energy to determine whether it contains classified information prior to dissemination. For information which is not addressed in classification/declassification guidance, but whose sensitivity appears to warrant classification, the Contractor or subcontractor shall ensure that such information is reviewed by a Federal Government Original Classifier.

In addition, the Contractor or subcontractor shall ensure that existing classified documents (containing either Restricted Data or Formerly Restricted Data or National Security Information) which are in its possession or under its control are periodically reviewed by a Federal Government or Contractor Derivative Declassifier in accordance with classification regulations, mandatory DOE directives and classification/declassification guidance furnished to the Contractor by the Department of Energy to determine if the documents are no longer appropriately classified. Priorities for declassification review of classified documents shall be based on the degree of public and researcher interest and the likelihood of declassification upon review. Documents which no longer contain classified information are to be declassified. Declassified documents then shall be reviewed to determine if they are publicly releasable.

Documents which are declassified and determined to be publicly releasable are to be made available to the public in order to maximize the public’s access to as much Government information as possible while minimizing security costs.

The Contractor or subcontractor shall insert this clause in any subcontract which involves or may involve access to classified information.
(I.165) 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.166) 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.167) DEAR 952.208-7, Tagging of Leased Vehicles (Apr. 1984)

(a) DOE intends to use U.S. Government license tags.

(b) While it is the intention that vehicles leased hereunder shall operate on Federal tags, the DOE reserves the right to utilize State tags if necessary to accomplish its mission. Should State tags be required, the Contractor shall furnish the DOE the documentation required by the State to acquire such tags.

(I.168) 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.169) DEAR 952.209-72, Organizational Conflicts of Interest (Aug 2009) — 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] 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 48 CFR 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 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.170) DEAR 952.215-70, Key Personnel (Dec. 2000)

(a) The personnel listed below or elsewhere in this contract at Section H entitled 48, DOE-H-2070 Key Personnel – Alternate I (Oct 2014) (Revised) 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.171) DEAR 952.216-7, Allowable Cost and Payment (Feb. 2011)

As prescribed in 916.307(a), when contracting with a commercial organization modify paragraph (a) of the clause at 48 CFR 52.216-7 by adding the phrase “as supplemented by subpart 931.2 of the Department of Energy Acquisition Regulations (DEAR),” after 48 CFR subpart 31.2.

(I.172) DEAR 952.217-70, Acquisition of Real Property (Mar. 2011)

(a) Notwithstanding any other provision of the contract, the prior approval of the Contracting Officer shall be obtained when, in performance of this contract, the Contractor acquires or proposes to acquire use of real property by:

(1) Purchase, on the Government’s behalf or in the Contractor’s own name, with title eventually vesting in the Government.

(2) Lease for which the Department of Energy will reimburse the incurred costs as a reimbursable contract cost.

(3) Acquisition of temporary interest through easement, license or permit, and the Government funds the entire cost of the temporary interest.

(b) Justification of and execution of any real property acquisitions shall be in accordance and compliance with directions provided by the Contracting Officer.
(c) The substance of this clause, including this paragraph (c), shall be included in any subcontract occasioned by this contract under which property described in paragraph (a) of this clause shall be acquired.

(I.173) DEAR 952.223-71, Integration of Environment, Safety, and Health into Work Planning and Execution (July 2009)

As prescribed in 923.7003 the clause set forth at 970.5223-1 shall be included in all contracts and subcontracts for, and be made applicable to, work to be performed at a government-owned or leased facility where DOE has elected to assert its statutory authority to establish and enforce occupational safety and health standards applicable to the work conditions of contractor and subcontractor employees, and to the protection of the public health and safety.

(I.174) 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.175) 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 generated and maintained by the contractor in accordance with 36 CFR Chapter XII, Subchapter B, “Records Management,” the National Archives and Records Administration (NARA) - approved DOE Records Disposition Schedules, and shall be operated as a DOE Privacy Act system of records, in accordance with the Privacy Act.
(I.175) DEAR 952.223-76, Conditional Payment of Fee or Profit—Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health (Dec. 2010)

(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 safeguarding of Restricted Data and other classified information (i.e., Formerly Restricted Data and National Security Information) and relating to the protection of worker safety and health, 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 safeguarding of Restricted Data and other classified information or 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 the safeguarding of Restricted Data or other classified information or relating to worker safety and health pursuant to the degrees specified in paragraphs (c) and (d) 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 safeguarding of Restricted Data or other classified information or relating to the protection of worker safety 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 904.402(c) and 48 CFR 923.7002(a)(2)). The mitigating factors include, but are not limited to, the following (v), (vi), (vii), and (viii) apply to worker safety and health (WS&H) only:

(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: safeguarding Restricted Data and other classified information and compliance in related security areas; or 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) of this clause), 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 safeguarding of Restricted Data and other classified information and relating to protection of worker safety and health.

(c) Safeguarding Restricted Data and Other Classified Information. Performance failures occur if the Contractor does not comply with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information. The degrees of performance failures relating to the Contractor’s obligations under this contract for safeguarding of Restricted Data and other classified information are as follows:

(1) First Degree: Performance failures that have been determined, in accordance with applicable—law, regulation, or DOE directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating a risk of, loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a Special Access Program (SAP), information identified as sensitive compartmented information (SCI), or high-risk nuclear weapons-related data.

(ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any—
classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons related data.

(iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons related data.

(iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other classified information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons related data.

(2) Second Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.

(ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Secret Restricted Data, or other information classified as Secret.

(iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Restricted Data or other classified information regardless of classification (except for information covered by paragraph (c)(1)(iii) of this clause).

(iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.

(3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defence and security. In addition, this category includes performance failures that result from a lack of contractor management and/or employee attention to the proper safeguarding of Restricted Data and other classified information. These performance failures may be indicators of future, more severe performance failures and/or conditions, and if identified and corrected early would prevent serious incidents. The following are examples of performance failures or performance failures of similar import will be considered third degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Restricted Data or other information classified as Confidential.

(ii) Failure to promptly report alleged or suspected violations of laws, regulations, or directives pertaining to the safeguarding of Restricted Data or other classified information.

(iii) Failure to identify or timely execute corrective actions to mitigate or eliminate identified vulnerabilities and reduce residual risk relating to the protection of Restricted Data or other classified information in accordance with the Contractor’s Safeguards and Security Plan or other security plan, as applicable.
(iv)(i) Contractor actions that result in performance failures which unto themselves pose minor risk, but when viewed in the aggregate indicate degradation in the integrity of the Contractor’s safeguards and security management system relating to the protection of Restricted Data and other classified information.

(d) 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 exceedance 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.
Failure to notify DOE upon discovery of events or conditions where notification is required by the terms and conditions of the contract.

(I.176) DEAR 952.225-71 Compliance With Export Control Laws and Regulations (Nov 2015223-78, Sustainable Acquisition Program (Oct. 2010) (Deviation)

(a) The Contractor shall comply with all applicable export control laws and regulations.

(b) The Contractor’s responsibility to comply with all applicable export control laws and regulations exists independent of, and is not established or limited by, the information provided by this clause.

(c) Nothing in the terms of this contract adds to, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive Orders, and regulations, including but not limited to—


(2) The Arms Export Control Act (22 U.S.C. 2751 et seq.);


(4) Trading with the Enemy Act (50 U.S.C. App. 5(b), as amended by the Foreign Assistance Act of 1961);

(5) Assistance to Foreign Atomic Energy Activities (10 CFR part 810);

(6) Export and Import of Nuclear Equipment and Material (10 CFR part 110);

(7) International Traffic in Arms Regulations (ITAR) (22 CFR parts 120 through 130);

(8) Export Administration Regulations (EAR) (15 CFR Parts 730 through 774); and

(9) The regulations administered by the Office of Foreign Assets Control of the Department of the Treasury (31 CFR parts 500 through 598).

(d) In addition to the Federal laws and regulations cited above, National Security Decision Directive (NSDD) 189, National Policy on the Transfer of Scientific, Technical, and Engineering Information, establishes a national policy that, to the maximum extent possible, the products of fundamental research shall remain unrestricted. NSDD 189 provides that no restrictions may be placed upon the conduct or reporting of federally funded fundamental research that has not received national security classification, except as provided in applicable U.S. statutes. As a result, contracts confined to the performance of unclassified fundamental research generally do not involve any export-controlled activities.

NSDD 189 does not take precedence over statutes. NSDD 189 does not exempt any research from statutes that apply to export controls such as the Atomic Energy Act, as amended; the Arms Export Control Act; the Export Administration Act of 1979, as amended; or the U.S. International Emergency Economic Powers Act, or regulations that implement parts of those statutes (e.g., the

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1 Issued on March 25, 2015, Executive Order 13693, Planning for Federal Sustainability in the Next Decade, revoked both Executive Orders 13514 and 13423. The deviated version of this clause replaces those references with references to the new Executive Order 13693 and its requirements, along with other minor improvements. A class deviation to DEAR 952.223-78 is pending formal amendment of the DEAR.
ITAR, the EAR, 10 CFR part 110 and 10 CFR part 810). Thus, if items (e.g., commodities, software or technologies) that are controlled by U.S. export control laws or regulations are used to conduct research or are generated as part of the research efforts, export control laws and regulations apply to the controlled items.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all solicitations and subcontracts.

(a) Pursuant to Executive Order 13693, Planning for Federal Sustainability in the Next Decade, the Department of Energy (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, contractor 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 initiatives important to the Executive Order are explained on the following Government or Industry Internet Sites:

1. Recycled Content Products are described at https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
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.
8. Safer Choice labelled products (chemically intensive products that contain safer ingredients) are at https://www.epa.gov/saferchoice.
9. SmartWay Transport partners and SmartWay products (fuel efficient products and services) are at https://www.epa.gov/smartway.

(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 (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.


(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 436.1 Departmental Sustainability, or its successor to the extent required elsewhere in the contract. This requirement should not be flowed down to subcontractors.

(f) In complying with the requirements of paragraph (c) of this clause, the Contractor(s) shall coordinate its activities with the Environmental Sustainability Coordinator or equivalent position. Reporting under paragraphs (g) and (h) of this clause is only required if the contract or subcontract offers subcontracting opportunities for energy efficient and environmentally sustainable products or services exceeding $100,000 in any contract year.

(g) The Contractor shall prepare and submit performance reports, if required, 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.

(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, if subcontracting opportunities for sustainable and environmentally-preferable products or services exceed the threshold in paragraph (f) of this clause, 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 (e) 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.

(i) When this clause is used in a subcontract, the word “Contractor” will be understood to mean “Subcontractor.”

Alternate I for Construction Contracts and Subcontracts (Oct. 2010) (Deviation)

When contracting for construction, alteration, or renovation of DOE facilities, substitute the following paragraphs (d) through (i):
(d) When developing the Bill of Materials for approval of the Contracting Officer or Representative, the contractor shall provide energy efficient and environmentally sustainable materials to the extent possible within the constraints of the general design specifications. For building construction and renovation, the Contractor must demonstrate compliance with the Guiding Principles for Federal Leadership in High Performance and Sustainable Buildings (Guiding Principles) through certification to the Leadership in Energy and Environmental Design (LEED) Gold level under the LEED rating system most suited to the building type.

(e) Reserved.

(f) In complying with the requirements of paragraph (c) of this clause, the Contractor(s) shall coordinate its activities with and submit required reports through the Environmental Sustainability Coordinator or equivalent position. Reporting under paragraphs (g) and (h) of this clause is only required if the contract or subcontract offers subcontracting opportunities for energy efficient and environmentally sustainable products or services exceeding $100,000 in any contract year, except for reporting on high performance sustainable buildings which may be required elsewhere in this contract.

(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 energy efficient and environmentally sustainable products and services.

(h) These provisions shall be flowed down only to first tier construction subcontracts exceeding the simplified acquisition threshold that support operation of the DOE facility and offer significant opportunities for designating energy efficient or environmentally sustainable products or services in the materials selection process. The subcontractor, if subcontracting opportunities for sustainable and environmentally preferable products or services exceed the threshold in paragraph (f) of this clause, 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.

(i) When this clause is used in a subcontract, the word “Contractor” will be understood to mean "Subcontractor."


(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 workforce 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.

(1.178) DEAR 952.227-82 Rights to Proposal Data (Apr 1994)

Except for technical data contained on pages [Offeror Fill-In] of the contractor’s proposal dated [Offeror Fill-In] which are asserted by the contractor as being proprietary data, it is agreed that, as a condition of the award of this contract, and notwithstanding the provisions of any notice appearing on the proposal, the Government shall have the right to use, duplicate, disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which this contract is based.

(1.179) 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.

(e) 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 970.31, as supplemented by 48 CFR part 931;

(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

(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.


(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.”

Modify FAR 52.245-1 by adding “and DOE Acquisition Regulation Subpart 945.5” after the reference to FAR Subpart 45.5 in paragraphs (e)(1) and (e)(2) of the clause.

Contractor foreign travel shall be conducted pursuant to the requirements contained in Department of Energy (DOE) Order 551.1C, Official Foreign Travel, or its successor in effect at the time of award.

(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.

(d) (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 170e.(1)(B) of the Act in the aggregate for each nuclear incident or precautionary evacuation occurring within the United States or $100 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.

(e) (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
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 therefor 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.

(f) 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.

(g) 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.

(h) 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.

(i) 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 234A of the Act, for violations of applicable DOE nuclear-safety related rules, regulations, or orders.

(j) 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 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.

(k) 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. of the Act for the activities under the subcontract.

Effective Date

( ) See note II below for instructions related to this section on Effective Date.

Relationship to General Indemnity

( ) See note III below for instructions related to this section on Relationship to General Indemnity.

NOTE I

Paragraph (i) of the clause will be replaced with “Reserved” in contracts specifically exempted from civil penalties by section 234 of the Act. That subsection provides that the following DOE contractors are not subject to the assessment of civil penalties:

(1) The University of Chicago (and any subcontractors or suppliers thereto) for activities associated with Argonne National Laboratory;

(2) The University of California (and any subcontractors or suppliers thereto) for activities associated with Los Alamos National Laboratory, Lawrence Livermore National Laboratory, and Lawrence Berkeley National Laboratory;

(3) American Telephone and Telegraph Company and its subsidiaries (and any subcontractors or suppliers thereto) for activities associated with Sandia National Laboratories;

(4) Universities Research Association, Inc. (and any subcontractors or suppliers thereto) for activities associated with FERMI National Laboratory:

(5) Princeton University (and any subcontractor or suppliers thereto) for activities associated with Princeton Plasma Physics Laboratory;

(6) The Associated Universities, Inc. (and any subcontractors or suppliers thereto) for activities associated with the Brookhaven National Laboratory; and

(7) Battelle Memorial Institute (and any subcontractors or suppliers thereto) for activities associated with Pacific Northwest Laboratory.

Note II

Contracts with an effective date after the date of June 12, 1996, do not require the effective date provision in this clause. Delete the title.

Use the EFFECTIVE DATE title and the following language, for those contracts:

“(    ) This indemnity agreement shall be applicable with respect to nuclear incidents occurring on or after __.”

(1) Those that contained an indemnity pursuant to Public Law 85-840 prior to August 20, 1988, include the effective date provision above, inserting the effective date of the contract modification that replaced the Public Law 85-804 indemnity with an interim Price-Anderson based indemnity. Pursuant to the Price-Anderson Amendments Act, this substitution must have taken place by February 20, 1989.
(2) Those that contained, and continue to contain, either of the previous Nuclear Hazards Indemnity clauses, include the effective date provision above, inserting “August 20, 1988.”

(3) Those with an effective date between August 20, 1988, and the date of the Final Rule, that (a) had “interim coverage” or (b) did not have “interim coverage” but have now been determined to be covered under the PAAA, include the effective date provision above, inserting the contract effective date.

NOTE III

The following alternate will be added to the above Nuclear Hazards Indemnity Agreement clause for all contracts that contain a general authority indemnity pursuant to 950.7101. Caution: Be aware that for contracts that will have this provision added which do not contain an effective date provision, this paragraph shall be marked (1). In the event an Effective Date provision has been included, it shall be marked (m).

“(    ) To the extent that the Contractor is compensated by any financial protection, or is indemified pursuant to this clause, or is effectively relieved of public liability by an order or orders limiting same, pursuant to 170e of the Act, the provisions of the clause providing general authority indemnity shall not apply.”

(I.18483) DEAR 952.251-70, Contractor Employee Travel Discounts (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. The 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.184) DEAR 970.5203-1, Management Controls (Jun 2007)

(a) (1) The Contractor shall be responsible for maintaining, as an integral part of its organization, effective systems of management controls for both administrative and programmatic functions. Management controls comprise the plan of organization, methods, and procedures adopted by management to reasonably ensure that: the mission and functions assigned to the Contractor are properly executed; efficient and effective operations are promoted including consideration of outsourcing of functions; resources are safeguarded against waste, loss, mismanagement, unauthorized use, or misappropriation; all encumbrances and costs that are incurred under the contract and fees that are earned are in compliance with applicable clauses and other current terms, conditions, and intended purposes; all collections accruing to the Contractor in connection with the work under this contract, expenditures, and all other transactions and assets are properly recorded, managed, and reported; and financial, statistical, and other reports necessary to maintain accountability and managerial control are accurate, reliable, and timely.

(2) The systems of controls employed by the Contractor shall be documented and satisfactory to DOE.

(3) Such systems shall be an integral part of the Contractor’s management functions, including defining specific roles and responsibilities for each level of management, and holding employees accountable for the adequacy of the management systems and controls in their areas of assigned responsibility.

(4) The Contractor shall, as part of the internal audit program required elsewhere in this contract, periodically review the management systems and controls employed in programs and administrative areas to ensure that they are adequate to provide reasonable assurance that the objectives of the systems are being accomplished and that these systems and controls are working effectively. Annually, or at other intervals directed by the Contracting Officer, the Contractor shall supply to the Contracting Officer copies of the reports reflecting the status of recommendations resulting from management audits performed by its internal audit activity and any other audit organization. This requirement may be satisfied in part by the reports required under paragraph (i) of 48 CFR 970.5232-3, Accounts, records, and inspection.

(b) The Contractor shall be responsible for maintaining, as a part of its operational responsibilities, a baseline quality assurance program that implements documented performance, quality standards, and control and assessment techniques.
(I.185) DEAR 970.5204-2, Laws, Regulations, and DOE Directives (Dec 2000)

(a) In performing work under this contract, the Contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency. A List of Applicable Laws and regulations (List A) may be appended to this contract for information purposes. Omission of any applicable law or regulation from List A does not affect the obligation of the Contractor to comply with such law or regulation pursuant to this paragraph.

(b) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy directives, or parts thereof, identified in the List of Applicable Directives (List B) appended to this contract. Except as otherwise provided for in paragraph (d) of this clause, the Contracting Officer may, from time to time and at any time, revise List B by unilateral modification to the contract to add, modify, or delete specific requirements. Prior to revising List B, the Contracting Officer shall notify the Contractor in writing of the Department’s intent to revise List B and provide the Contractor with the opportunity to assess the effect of the Contractor’s compliance with the revised list on contract cost and funding, technical performance, and schedule; and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer’s notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor’s compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise List B and so advise the Contractor not later than 30 days prior to the effective date of the revision of List B. The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision of List B pursuant to the clause of this contract entitled, “Changes.”

(c) Environmental, safety, and health (ES&H) requirements appropriate for work conducted under this contract may be determined by a DOE approved process to evaluate the work and the associated hazards and identify an appropriately tailored set of standards, practices, and controls, such as a tailoring process included in a DOE approved Safety Management System implemented under the clause entitled “Integration of Environment, Safety, and Health into Work Planning and Execution.” When such a process is used, the set of tailored (ES&H) requirements, as approved by DOE pursuant to the process, shall be incorporated into List B as contract requirements with full force and effect. These requirements shall supersede, in whole or in part, the contractual environmental, safety, and health requirements previously made applicable to the contract by List B. If the tailored set of requirements identifies an alternative requirement varying from an ES&H requirement of an applicable law or regulation, the Contractor shall request an exemption or other appropriate regulatory relief specified in the regulation.

(d) Except as otherwise directed by the Contracting Officer, the Contractor shall procure all necessary permits or licenses required for the performance of work under this contract.

(e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the Contractor’s compliance with the requirements.
(I.186) DEAR 970.5204-3, Access to and Ownership of Records (Oct. 2014) (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.187) DEAR 970.5215-3 Conditional Payment of Fee, Profit, and Other Incentives— Facility Management Contracts (Aug 2009) – Alt II

(a) General.

(1) The payment of earned fee, fixed fee, profit, or share of cost savings under this contract is dependent upon—

(i) 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 (WS&H), including performance under an approved Integrated Safety Management System (ISMS); and

(ii) The Contractor’s or Contractor employees’ compliance with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information.

(2) The ES&H performance requirements of this contract are set forth in its ES&H terms and conditions, including the DOE approved contractor ISMS or similar document. Financial incentives for timely mission accomplishment or cost effectiveness shall never compromise or impede full and effective implementation of the ISMS and full ES&H compliance.

(3) The performance requirements of this contract relating to the safeguarding of Restricted Data and other classified information are set forth in the clauses of this contract entitled, “Security” and “Laws, Regulations, and DOE Directives,” as well as in other terms and conditions.

(4) If the Contractor does not meet the performance requirements of this contract relating to ES&H or to the safeguarding of Restricted Data and other classified information during any performance evaluation period established under the contract pursuant to the clause of this contract entitled, “Total Available Fee: Base Fee Amount and Performance Fee Amount,” otherwise earned fee, fixed fee, profit or share of cost savings may be unilaterally reduced by the contracting officer.

(b) Reduction amount.

(1) The amount of earned fee, fixed fee, profit, or share of cost savings that may be unilaterally reduced will be determined by the severity of the performance failure pursuant to the degrees specified in paragraphs (c) and (d) of this clause.

(2) If a reduction of earned fee, fixed fee, profit, or share of cost savings is warranted, unless mitigating factors apply, such reduction shall not be less than 26 percent nor greater than 100 percent of the amount of earned fee, fixed fee, profit, or the Contractor’s share of cost savings for a first degree performance failure, not less than 11 percent nor greater than 25 percent for a second degree performance failure, and up to 10 percent for a third degree performance failure.

(3) In determining the amount of the reduction and the applicability of mitigating factors, the contracting officer must consider the Contractor’s overall performance in meeting the ES&H or security requirements of the contract. Such consideration must include performance against any site specific performance criteria/requirements that provide additional definition, guidance for the amount of reduction, or guidance for the applicability of mitigating factors. In all cases, the contracting officer must consider mitigating factors that may warrant a reduction below the applicable range (see 48 CFR 970.1504-1-2). The mitigating factors include, but are not limited to, the following ((v), (vi), (vii) and (viii) apply to ES&H only).

(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: ES&H and compliance in related areas; or of safeguarding Restricted Data and other classified information and compliance in related areas.

(v) Contractor demonstration to the Contracting Officer’s satisfaction that the principles of industrial ES&H standards are routinely practiced (e.g., Voluntary Protection Program, ISO 14000).

(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 ES&H performance (including effective resource allocation) and to support DOE corporate decision-making (e.g., policy, ES&H programs).

(viii) Contractor demonstration that an Operating Experience and Feedback Program is functioning that demonstrably affects continuous improvement in ES&H by use of lessons-learned and best practices inter- and intra-DOE sites.

(4) (i) The amount of fee, fixed fee, profit, or share of cost savings that is otherwise earned by a contractor during an evaluation period may be reduced in accordance with this clause if it is determined that a performance failure warranting a reduction under this clause occurs within the evaluation period.

(ii) The amount of reduction under this clause, in combination with any reduction made under any other clause in the contract, shall not exceed the amount of fee, fixed fee, profit, or the Contractor’s share of cost savings that is otherwise earned during the evaluation period.

(iii) For the purposes of this clause, earned fee, fixed fee, profit, or share of cost savings for the evaluation period shall mean the amount determined by the Contracting Officer or fee determination official as otherwise payable based on the Contractor’s performance during the evaluation period. Where the contract provides for financial incentives that extend beyond a single evaluation period, this amount shall also include: any provisional amounts determined otherwise payable in the evaluation period; and, if provisional payments are not provided for, the allocable amount of any incentive determined otherwise payable at the conclusion of a subsequent evaluation period. The allocable amount shall be the total amount of the earned incentive divided by the number of evaluation periods over which it was earned.

(iv) The Government will effect the reduction as soon as practicable after the end of the evaluation period in which the performance failure occurs. If the Government is not aware of the failure, it will effect the reduction as soon as practical after becoming aware. For any portion of the reduction requiring an allocation the Government will effect the reduction at the end of the evaluation period in which it determines the total amount earned under the incentive. If at any time a reduction causes the sum of the payments the Contractor has received for fee, fixed fee, profit, or share of cost savings to exceed the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned (provisionally or otherwise), the Contractor shall immediately return the excess to the Government. (What the Contractor “has earned” reflects any reduction made under this or any other clause of the contract.)
(v) At the end of the contract—

(A) The Government will pay the Contractor the amount by which the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned exceeds the sum of the payments the Contractor has received; or

(B) The Contractor shall return to the Government the amount by which the sum of the payments the Contractor has received exceeds the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned. (What the Contractor “has earned” reflects any reduction made under this or any other clause of the contract.)

(c) Environment, Safety and Health (ES&H). Performance failures occur if the Contractor does not comply with the contract’s ES&H terms and conditions, including the DOE approved Contractor ISMS. The degrees of performance failure under which reductions of earned or fixed fee, profit, or share of cost savings will be determined are:

(1) First Degree: Performance failures that are most adverse to ES&H. Failure to develop and obtain required DOE approval 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 Contractor’s ISMS. The following performance failures or performance failures of similar import will be considered first degree:

(i) Type A accident (defined in DOE Order 225.1B, or successor version).

(ii) Two Second Degree performance failures during an evaluation period.

(2) Second Degree: Performance failures that are significantly adverse to ES&H. They include failures to comply with an approved ISMS that result in an actual injury, exposure, or exceedence that occurred or nearly occurred but had minor practical long-term health consequences. They also include breakdowns of the Safety Management System. The following performance failures or performance failures of similar import will be considered second degree:

(i) Type B accident (defined in DOE Order 225.1B, or successor version).

(ii) Non-compliance with an approved 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 ES&H. They include failures to comply with an approved ISMS that result in potential breakdown of the 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-compliances documented through: external (e.g., Federal) oversight and/or reported per DOE Order 232.1-2 requirements; or internal oversight of DOE Order 440.1A requirements.

(ii) Multiple similar non-compliances identified by external (e.g., Federal) oversight that in aggregate indicate a significant programmatic breakdown.
(iii) Non-compliances that either have, or may have, significant negative impacts to the worker, the public, or the environment or that indicate a significant programmatic breakdown.

(iv) Failure to notify DOE upon discovery of events or conditions where notification is required by the terms and conditions of the contract.

(d) Safeguarding restricted data and other classified information. Performance failures occur if the Contractor does not comply with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information. The degrees of performance failure under which reductions of fee, profit, or share of cost savings will be determined are as follows:

(1) First Degree: Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating a risk of, loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a Special Access Program (SAP), information identified as sensitive compartmented information (SCI), or high risk nuclear weapons-related data.

(ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(2) Second Degree: Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.

(ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Secret Restricted Data, or other information classified as Secret.
(iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Restricted Data or other classified information regardless of classification (except for information covered by paragraph (d)(1)(iii) of this clause).

(iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Secret Restricted Data or other classified information classified as Secret.

(3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security. In addition, this category includes performance failures that result from a lack of Contractor management and/or employee attention to the proper safeguarding of Restricted Data and other classified information. These performance failures may be indicators of future, more severe performance failures and/or conditions, and if identified and corrected early would prevent serious incidents. The following are examples of performance failures or performance failures of similar import that will be considered third degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Restricted Data or other information classified as Confidential.

(ii) Failure to promptly report alleged or suspected violations of laws, regulations, or directives pertaining to the safeguarding of Restricted Data or other classified information.

(iii) Failure to identify or timely execute corrective actions to mitigate or eliminate identified vulnerabilities and reduce residual risk relating to the protection of Restricted Data or other classified information in accordance with the Contractor’s Safeguards and Security Plan or other security plan, as applicable.

(iv) Contractor actions that result in performance failures which unto themselves pose minor risk, but when viewed in the aggregate indicate degradation in the integrity of the Contractor’s safeguards and security management system relating to the protection of Restricted Data and other classified information.

Alternate II (AUG 2009)

(e) Minimum requirements for specified level of performance. (1) At a minimum the Contractor must perform the following—

(i) The requirements with specific incentives which do not require the achievement of cost efficiencies in order to be performed at the level of performance set forth in the Statement of Work, Work Authorization Directive, or similar document unless an otherwise minimum level of performance has been established in the specific incentive;

(ii) All of the performance requirements directly related to requirements specifically incentivized which do not require the achievement of cost efficiencies in order to be performed at a level of performance such that the overall performance of these related requirements is at an acceptable level; and

(iii) All other requirements at a level of performance such that the total performance of the contract is not jeopardized.
(2) The evaluation of the Contractor’s achievement of the level of performance shall be unilaterally determined by the Government. To the extent that the Contractor fails to achieve the minimum performance levels specified in the Statement of Work, Work Authorization Directive, or similar document, during the performance evaluation period, the DOE Operations/Field Office Manager, or designee, may reduce any otherwise earned fee, fixed fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not result in the total of earned fee, fixed fee, profit, or shared net savings being less than 25 percent of the total available fee amount. Such 25 percent shall include base fee, if any.

(f) Minimum requirements for cost performance. (1) Requirements incentivized by other than cost incentives must be performed within their specified cost constraint and must not adversely impact the costs of performing unrelated activities.

(2) The performance of requirements with a specific cost incentive must not adversely impact the costs of performing unrelated requirements.

(3) The Contractor’s performance within the stipulated cost performance levels for the performance evaluation period shall be determined by the Government. To the extent the Contractor fails to achieve the stipulated cost performance levels, the DOE Operations/Field Office Manager, or designee, may reduce in whole or in part any otherwise earned fee, fixed fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not result in the total of earned fee, fixed fee, profit or shared net savings being less than 25 percent of the total available fee amount. Such 25 percent shall include base fee, if any.

(I.188) DEAR 970.5217-1, Strategic Partnership Projects Program (Non-DOE Funded Work) (Apr. 2015)

(a) Authority to perform Strategic Partnership Projects. Pursuant to the Economy Act of 1932, as amended (31 U.S.C. 1535), and the Atomic Energy Act of 1954, as amended (42 U.S.C. 2011 et seq.) or other applicable authority, the Contractor may perform work for non-DOE entities (sponsors) on a fully reimbursable basis in accordance with this clause.

(b) Contractor’s implementation. The Contractor must draft, implement, and maintain formal policies, practices, and procedures in accordance with this clause, which must be submitted to the Contracting Officer for review and approval.

(c) Conditions of participation in Strategic Partnership Projects’ program. The Contractor:

(1) Must not perform Strategic Partnership Projects activities that would place it in direct competition with the domestic private sector;

(2) Must not respond to a request for proposals or any other solicitation from another Federal agency or non-Federal organization that involves direct comparative competition, either as an offeror, team member, or subcontractor to an offeror; however, the Contractor may, following notification to the Contracting Officer, respond to Broad Agency Announcements, Financial Assistance solicitations, and similar solicitations from another Federal Agency or non-Federal organizations when the selection is based on merit or peer review, the work involves basic or applied research to further advance scientific knowledge or understanding, and a response does not result in direct, comparative competition;
(3) Must not commence work on any Strategic Partnership Projects activity until a Strategic Partnership Projects proposal package has been approved by the DOE Contracting Officer or designated representative;

(4) Must not incur project costs until receipt of DOE notification that a budgetary resource is available for the project, except as provided in 48 CFR 970.5232-6;

(5) Must ensure that all costs associated with the performance of the work, including specifically all DOE direct costs and applicable surcharges, are included in any Strategic Partnership Projects proposal;

(6) Must maintain records for the accumulation of costs and the billing of such work to ensure that DOE’s appropriated funds are not used in support of Strategic Partnership Projects activities and to provide an accounting of the expenditures to DOE and the sponsor upon request;

(7) Must perform all Strategic Partnership Projects in accordance with the standards, policies, and procedures that apply to performance under this contract, including but not limited to environmental, safety and health, security, safeguards and classification procedures, and human and animal research regulations;

(8) May subcontract portion(s) of a Work for Others project; however, the Contractor must select the subcontractor and the work to be subcontracted. Any subcontracted work must be in direct support of the DOE Contractor’s performance as defined in the DOE approved Strategic Partnership Projects proposal package; and,

(9) Must maintain a summary listing of project information for each active Strategic Partnership Projects project, consisting of:

(i) Sponsoring agency;

(ii) Total estimated costs;

(iii) Project title and description;

(iv) Project point of contact; and,

(v) Estimated start and completion dates.

(d) Negotiation and execution of Strategic Partnership Projects agreement.

(1) When delegated authority by the Contracting Officer, the Contractor may negotiate the terms and conditions that will govern the performance of a specific Strategic Partnership Projects project. Such terms and conditions must be consistent with the terms, conditions, and requirements of the Contractor’s contract with DOE. The Contractor may use DOE-approved contract terms and conditions as delineated in DOE Manual 481.1-1A or terms and conditions previously approved by the responsible Contracting Officer or authorized designee for agreements with non-Federal entities. The Contractor must not hold itself out as representing DOE when negotiating the proposed Strategic Partnership Projects agreement.

(2) The Contractor must submit all Strategic Partnership Projects agreements to the DOE Contracting Officer for DOE review and approval. The Contractor may not execute any proposed agreement until it has received notice of DOE approval.
(e) Preparation of project proposals. When the Contractor proposes to perform Strategic Partnership Projects activities pursuant to this clause, it may assist the project sponsor in the preparation of project proposal packages including the preparation of cost estimates.

(f) Strategic Partnership Projects appraisals. DOE may conduct periodic appraisals of the Contractor’s compliance with its Strategic Partnership Projects Program policies, practices and procedures. The Contractor must provide facilities and other support in conjunction with such appraisals as directed by the Contracting Officer or authorized designee.

(g) Annual Strategic Partnership Projects report. The Contractor must provide assistance as required by the Contracting Officer or authorized designee in the preparation of a DOE Annual Summary Report of Strategic Partnership Projects Activities under the contract.

\[\text{DEAR 970.5223-1, Integration of Environment, Safety, and Health into Work Planning (Dec. 2000)}\]

(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 (f) 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.

(l.190489) DEAR 970.5227-1 Rights in Data-Facilities (Dec 2000)

(a) Definitions.

(1) Computer data bases, as used in this clause, means a collection of data in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

(2) Computer software, as used in this clause, means (i) computer programs which are data comprising a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations and (ii) data comprising source code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the computer program to be produced, created, or compiled. The term does not include computer data bases.

(3) Data, as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term “data” does not include data incidental to the administration of this contract, such as financial, administrative, cost and pricing, or management information.

(4) Limited rights data, as used in this clause, means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged. The Government’s rights to use, duplicate, or disclose limited rights data are as set forth in the Limited Rights Notice of subparagraph (e) of this clause.

(5) Restricted computer software, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of any such computer software. The Government’s rights to use, duplicate, or disclose restricted computer software are as set forth in the Restricted Rights Notice of paragraph (f) of this clause.

(6) Technical data, as used in this clause, means recorded data, regardless of form or characteristic, that are of a scientific or technical nature. Technical data does not include computer software, but does include manuals and instructional materials and technical data formatted as a computer data base.
(7) **Unlimited rights**, as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, including by electronic means, and perform publicly and display publicly, in any manner, including by electronic means, and for any purpose whatsoever, and to have or permit others to do so.

(b) *Allocation of Rights.*

(1) The Government shall have:

(i) Ownership of all technical data and computer software first produced in the performance of this Contract;

Unlimited rights in technical data and computer software specifically used in the performance of this Contract, except as provided herein regarding copyright, limited rights data, or restricted computer software, or except for other data specifically protected by statute for a period of time or, where, approved by DOE, appropriate instances of the DOE Strategic Partnership Projects Sites (Dec.-2010)

(ii) Program;

(iii) The right to inspect technical data and computer software first produced or specifically used in the performance of this Contract at all reasonable times. The Contractor shall make available all necessary facilities to allow DOE personnel to perform such inspection;

(iv) The right to have all technical data and computer software first produced or specifically used in the performance of this Contract delivered to the Government or otherwise disposed of by the Contractor, either as the contracting officer may from time to time direct during the progress of the work or in any event as the contracting officer shall direct upon completion or termination of this Contract. The Contractor agrees to leave a copy of such data at the facility or plant to which such data relate, and to make available for access or to deliver to the Government such data upon request by the contracting officer. If such data are limited rights data or restricted computer software, the rights of the Government in such data shall be governed solely by the provisions of paragraph (e) of this clause (“Rights in Limited Rights Data”) or paragraph (f) of this clause (“Rights in Restricted Computer Software”); and

(v) The right to remove, cancel, correct, or ignore any markings not authorized by the terms of this Contract on any data furnished hereunder if, in response to a written inquiry by DOE concerning the propriety of the markings, the Contractor fails to respond thereto within 60 days or fails to substantiate the propriety of the markings. In either case DOE will notify the Contractor of the action taken.

(2) The Contractor shall have:

(i) The right to withhold limited rights data and restricted computer software unless otherwise provided in accordance, consistent with the provisions of this clause; and

(ii) The right to use for its private purposes, subject to patent, security or other provisions of this Contract, data it first produces in the performance of this Contract, except for data in DOE’s Uranium Enrichment Technology, including diffusion, centrifuge, and atomic vapor laser
isotope separation, provided the data requirements of this Contract have been met as of the date of the private use of such data.

(3) The Contractor agrees that for limited rights data or restricted computer software or other technical, business or financial data in the form of recorded information which it receives from, or is given access to by, DOE or a third party, including a DOE Contractor or subcontractor, and for technical data or computer software it first produces under this Contract which is authorized to be marked by DOE, the Contractor shall treat such data in accordance with any restrictive legend contained thereon.

(c) **Copyrighted Material.**

(1) The Contractor shall not, without prior written authorization of the Patent Counsel, assert copyright in any technical data or computer software first produced in the performance of this contract. To the extent such authorization is granted, the Government reserves for itself and others acting on its behalf, a nonexclusive, paid-up, irrevocable, worldwide license for Governmental purposes to publish, distribute, translate, duplicate, exhibit, and perform any such data copyrighted by the Contractor.

(2) The Contractor agrees not to include in the technical data or computer software delivered under the contract any material copyrighted by the Contractor and not to knowingly include any material copyrighted by others without first granting or obtaining at no cost a license therein for the benefit of the Government of the same scope as set forth in paragraph (c)(1) of this clause. If the Contractor believes that such copyrighted material for which the license cannot be obtained must be included in the technical data or computer software to be delivered, rather than merely 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated therein by reference, the Contractor shall obtain the written authorization of the contracting officer to include such material in the technical data or computer software prior to its delivery.

(d) **Subcontracts.**

(1) Unless otherwise directed by the contracting officer, the Contractor agrees to use in subcontracts in which technical data or computer software is expected to be produced or in subcontracts for supplies that contain a requirement for production or delivery of data in accordance with the policy and procedures of 48 CFR Subpart 27.4 as supplemented by 48 CFR 927.401 through 927.409, the clause entitled, “Rights in Data-General” at 48 CFR 52.227-14 modified in accordance with 927.409(a) and including Alternate V. Alternates II through IV of that clause may be included as appropriate with the prior approval of DOE Patent Counsel, and the Contractor shall not acquire rights in a subcontractor’s limited rights data or restricted computer software, except through the use of Alternates II or III, respectively, without the prior approval of DOE Patent Counsel. The clause at 48 CFR 52.227-16, Additional Data Requirements, shall be included in subcontracts in accordance with DEAR 927.409(h). The contractor shall use instead the Rights in Data-Facilities clause at 48 CFR 970.5227-1 in subcontracts, including subcontracts for related support services, involving the design or operation of any plants or facilities or
specially designed equipment for such plants or facilities that are managed or operated under its contract with DOE.

(2) It is the responsibility of the Contractor to obtain from its subcontractors technical data and computer software and rights therein, on behalf of the Government, necessary to fulfill the Contractor’s obligations to the Government with respect to such data. In the event of refusal by a subcontractor to accept a clause affording the Government such rights, the Contractor shall:

(i) Promptly submit written notice to the contracting officer setting forth reasons or the subcontractor’s refusal and other pertinent information which may expedite disposition of the matter, and

(ii) Not proceed with the subcontract without the written authorization of the contracting officer.

(3) Neither the Contractor nor higher-tier subcontractors shall use their power to award subcontracts as economic leverage to acquire rights in a subcontractor’s limited rights data or restricted computer software for their private use.

(e) Rights in Limited Rights Data. Except as may be otherwise specified in this Contract as data which are not subject to this paragraph, the Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up license by or for the Government, in any limited rights data of the Contractor specifically used in the performance of this Contract, provided, however, that to the extent that any limited rights data when furnished or delivered is specifically identified by the Contractor at the time of initial delivery to the Government or a representative of the Government, such data shall not be used within or outside the Government except as provided in the “Limited Rights Notice” set forth. All such limited rights data shall be marked with the following “Limited Rights Notice”:

Limited Rights Notice

These data contain “limited rights data,” furnished under Contract No. ________ with the United States Department of Energy which may be duplicated and used by the Government with the express limitations that the “limited rights data” may not be disclosed outside the Government or be used for purposes of manufacture without prior permission of the Contractor, except that further disclosure or use may be made solely for the following purposes:

(1) Use (except for manufacture) by support services contractors within the scope of their contracts;

(2) This “limited rights data” may be disclosed for evaluation purposes under the restriction that the “limited rights data” be retained in confidence and not be further disclosed;

(3) This “limited rights data” may be disclosed to other contractors participating in the Government’s program of which this Contract is a part for information or use (except for manufacture) in connection with the work performed under their contracts and under the restriction that the “limited rights data” be retained in confidence and not be further disclosed;

(4) This “limited rights data” may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the “limited rights data” be retained in confidence and not be further disclosed; and

(5) Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation, or for emergency repair or overhaul
work by such government. This Notice shall be marked on any reproduction of this data in whole or in part.

(End of notice)

(f) Rights in restricted computer software.

(1) Except as may be otherwise specified in this Contract as data which are not subject to this paragraph, the Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up, license by or for the Government, in any restricted computer software of the Contractor specifically used in the performance of this Contract, provided, however, that to the extent that any restricted computer software when furnished or delivered is specifically identified by the Contractor at the time of initial delivery to the Government or a representative of the Government, such data shall not be used within or outside the Government except as provided in the “Restricted Rights Notice” set forth below. All such restricted computer software shall be marked with the following “Restricted Rights Notice”:

Restricted Rights Notice-Long Form

(a) This computer software is submitted with restricted rights under Department of Energy Contract No. _______. It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice.

(b) This computer software may be:

(1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;

(2) Used, copied for use, in a backup or replacement computer if any computer for which it was acquired is inoperative or is replaced;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, provided that only the portions of the derivative software consisting of the restricted computer software are to be made subject to the same restricted rights; and

(5) Disclosed to and reproduced for use by contractors under a service contract (of the type defined in 48 CFR 37.101) in accordance with subparagraphs (b)(1) through (4) of this Notice, provided the Government makes such disclosure or reproduction subject to these restricted rights.

(c) Notwithstanding the foregoing, if this computer software has been published under copyright, it is licensed to the Government, without disclosure prohibitions, with the rights set forth in the restricted rights notice above.

(d) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(2) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used.
Restricted Rights Notice—Short Form

Use, reproduction, or disclosure is subject to restrictions set forth in the Long Form Notice of DOE Contract No. _______ with (name of Contractor).

(End of notice)

(3) If the software is embedded, or if it is commercially impractical to mark it with human readable text, then the symbol R and the clause date (mo/yr), in brackets or a box, a [R-mo/yr], may be used. This will be read to mean restricted computer software, subject to the rights of the Government as described in the Long Form Notice, in effect as of the date indicated next to the symbol. The symbol shall not be used to mark human readable material. In the event this Contract contains any variation to the rights in the Long Form Notice, then the contract number must also be cited.

(4) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, the software will be presumed to be published copyrighted computer software licensed to the Government without disclosure prohibitions and with unlimited rights, unless the Contractor includes the following statement with such copyright notice “Unpublished-rights reserved under the Copyright Laws of the United States.”

(g) Relationship to patents. Nothing contained in this clause creates or is intended to imply a license to the Government in any patent or is intended to be construed as affecting the scope of any licenses or other rights otherwise granted to the Government under any patent.

(b)

(1) The Contractor agrees to notify the Contracting Officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the Contractor believes may be subject to the requirements of 10 CFR part 707, unless the Contracting Officer agrees to a different date.

(2) The DOE Prime Contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The DOE Prime Contractor shall review and approve each subcontractor’s program, and shall periodically monitor each subcontractor’s—implementation of the program for effectiveness and compliance with 10 CFR part 707.

(3) The Contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

(I.190) DEAR 970.5226-2, Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993

(a) Consistent with the objectives of Section 3161 of the National Defense Authorization Act for Fiscal Year 1993, 42 U.S.C. 7274h, in instances where the Department of Energy has determined that a change in workforce at a Department of Energy Defense Nuclear Facility is necessary, the contractor agrees to (1) comply with the Department of Energy Workforce Restructuring Plan for the facility, if applicable, and (2) use its best efforts to accomplish workforce restructuring or displacement so as to mitigate social and economic impacts.
(b) The requirements of this clause shall be included in subcontracts at any tier (except subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed $500,000.

(I.191) 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.


Except as otherwise authorized by the Contracting Officer, the Contractor shall obtain indemnification of the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a secrecy order by the Government) from Contractor’s subcontractors for any contract work subcontracted in accordance with FAR 48 CFR 52.227-3.

(I.192193) DEAR 970.5229-1, State and Local Taxes (Dec. 2000)

(a) The Contractor agrees to notify the Contracting Officer of any State or local tax, fee, or charge levied or purported to be levied on or collected from the Contractor with respect to the contract work, any transaction thereunder, or property in the custody or control of the Contractor and constituting an allowable item of cost if due and payable, but which the Contractor has reason to believe, or the Contracting Officer has advised the Contractor, is or may be inapplicable or invalid; and the Contractor further agrees to refrain from paying any such tax, fee, or charge unless authorized in writing by the Contracting Officer. Any State or local tax, fee, or charge paid with the approval of the Contracting Officer or on the basis of advice from the Contracting Officer that such tax, fee, or charge is applicable and valid, and which would otherwise be an allowable item of cost, shall not be disallowed as an item of cost by reason of any subsequent ruling or determination that such tax, fee, or charge was in fact inapplicable or invalid.

(b) The Contractor agrees to take such action as may be required or approved by the Contracting Officer to cause any State or local tax, fee, or charge which would be an allowable cost to be paid under protest; and to take such action as may be required or approved by the Contracting Officer to seek recovery of any payments made, including assignment to the Government or its designee of all rights to an abatement or refund thereof, and granting permission for the Government to join with the Contractor in any proceedings for the recovery thereof or to sue for recovery in the name of the Contractor. If the Contracting Officer directs the Contractor to institute litigation to enjoin the collection of or to recover payment of any such tax, fee, or charge referred to above, or if a claim or suit is filed against the Contractor for a tax, fee, or charge it has refrained from paying in accordance with this clause, the procedures and requirements of the clause entitled “Insurance—Litigation and Claims” shall apply and the costs and expenses incurred by the Contractor shall be allowable items of costs, as provided in this contract, together with the amount of any judgment rendered against the Contractor.

(c) The Government shall hold the Contractor harmless from penalties and interest incurred through compliance with this clause. All recoveries or credits in respect of the foregoing taxes, fees, and charges (including interest) shall inure to and be for the sole benefit of the Government.
(I.193194) DEAR 970.5232-3, Accounts, Records, and Inspections (Dec. 2010) – Alt

(a) Accounts. The Contractor shall maintain a separate and distinct set of accounts, records, documents, and other evidence showing and supporting: all allowable costs incurred; collections accruing to the Contractor in connection with the work under this contract, other applicable credits, negotiated fixed amounts, and fee accruals under this contract; and the receipt, use, and disposition of all Government property coming into the possession of the Contractor under this contract. The system of accounts employed by the Contractor shall be satisfactory to DOE and in accordance with generally accepted accounting principles consistently applied.

(b) Inspection and audit of accounts and records. All books of account and records relating to this contract shall be subject to inspection and audit by DOE or its designees in accordance with the provisions of Clause 970.5204-3, Access to and ownership of records, at all reasonable times, before and during the period of retention provided for in paragraph (d) of this clause, and the Contractor shall afford DOE proper facilities for such inspection and audit.

(c) Audit of subcontractors’ records. The Contractor also agrees, with respect to any subcontracts (including fixed-price or unit-price subcontracts or purchase orders) where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor of any tier, to either conduct an audit of the subcontractor’s costs or arrange for such an audit to be performed by the cognizant government audit agency through the Contracting Officer.

(d) Disposition of records. Except as agreed upon by the Government and the Contractor, all financial and cost reports, books of account and supporting documents, system files, data bases, and other data evidencing costs allowable, collections accruing to the Contractor in connection with the work under this contract, other applicable credits, and fee accruals under this contract, shall be the property of the Government, and shall be delivered to the Government or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the progress of the work or, in any event, as the Contracting Officer shall direct upon completion or termination of this contract and final audit of accounts hereunder. Except as otherwise provided in this contract, including provisions of Clause 970.5204-3, Access to and Ownership of Records, all other records in the possession of the Contractor relating to this contract shall be preserved by the Contractor for a period of three years after final payment under this contract or otherwise disposed of in such manner as may be agreed upon by the Government and the Contractor.

(e) Reports. The Contractor shall furnish such progress reports and schedules, financial and cost reports, and other reports concerning the work under this contract as the Contracting Officer may from time to time require.

(f) Inspections. The DOE shall have the right to inspect the work and activities of the Contractor under this contract at such time and in such manner as it shall deem appropriate.

(g) Subcontracts. The Contractor further agrees to require the inclusion of provisions similar to those in paragraphs (a) through (g) and paragraph (h) of this clause in all subcontracts (including fixed-price or unit-price subcontracts or purchase orders) of any tier entered into hereunder where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor.

(h) Comptroller general.
(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the contractor’s or subcontractor’s directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any current employee regarding such transactions.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(3) Nothing in this contract shall be deemed to preclude an audit by the Government Accountability Office of any transaction under this contract.

(i) Internal audit. The Contractor agrees to design and maintain an internal audit plan and an internal audit organization.

(1) Upon contract award, the exercise of any contract option, or the extension of the contract, the Contractor must submit to the Contracting Officer for approval an Internal Audit Implementation Design to include the overall strategy for internal audits. The Audit Implementation Design must describe—

(i) The internal audit organization’s placement within the Contractor’s organization and its reporting requirements;

(ii) The audit organization’s size and the experience and educational standards of its staff;

(iii) The audit organization’s relationship to the corporate entities of the Contractor;

(iv) The standards to be used in conducting the internal audits;

(v) The overall internal audit strategy of this contract, considering particularly the method of auditing costs incurred in the performance of the contract;

(vi) The intended use of external audit resources;

(vii) The plan for audit of subcontracts, both pre-award and post-award; and

(viii) The schedule for peer review of internal audits by other contractor internal audit organizations, or other independent third party audit entities approved by the DOE Contracting Officer.

(2) By each January 31 of the contract performance period, the Contractor must submit an annual audit report, providing a summary of the audit activities undertaken during the previous fiscal year. That report shall reflect the results of the internal audits during the previous fiscal year and the actions to be taken to resolve weaknesses identified in the contractor’s system of business, financial, or management controls.

(3) By each June 30 of the contract performance period, the Contractor must submit to the Contracting Officer an annual audit plan for the activities to be undertaken by the internal audit organization during the next fiscal year that is designed to test the costs incurred and contractor management systems described in the internal audit design.

(4) The Contracting Officer may require revisions to documents submitted under paragraphs (i)(1), (i)(2), and (i)(3) of this clause, including the design plan for the internal audits, the annual report, and the annual internal audits.
(j) Remedies. If at any time during contract performance, the Contracting Officer determines that unallowable costs were claimed by the Contractor to the extent of making the contractor’s management controls suspect, or the contractor’s management systems that validate costs incurred and claimed suspect, the Contracting Officer may, in his or her sole discretion, require the Contractor to cease using the special financial institution account in whole or with regard to specified accounts, requiring reimbursable costs to be claimed by periodic vouchering. In addition, the Contracting Officer, where he or she deems it appropriate, may: Impose a penalty under 48 CFR 970.5242-1, Penalties for Unallowable Costs; require a refund; reduce the contractor’s otherwise earned fee; and take such other action as authorized in law, regulation, or this contract.

- (I.194195) DEAR 970.5232-6, Strategic Partnership Project Funding Authorization (Apr. 2015)

Any uncollectible receivables resulting from the Contractor utilizing contractor corporate funding for reimbursable work shall be the responsibility of the Contractor, and the United States Government shall have no liability to the Contractor for the Contractor’s uncollected receivables. The Contractor is permitted to provide advance payment utilizing contractor corporate funds for reimbursable work to be performed by the Contractor for a non-Federal entity in instances where advance payment from that entity is required under the Laws, regulations, and DOE directives clause of this contract and such advance cannot be obtained. The Contractor is also permitted to provide advance payment utilizing contractor corporate funds to continue reimbursable work to be performed by the Contractor for a Federal entity when the term or the funds on a Federal interagency agreement required under the Laws, regulations, and DOE directives clause of this contract have elapsed. The Contractor’s utilization of contractor corporate funds does not relieve the Contractor of its responsibility to comply with all requirements for Strategic Partnership Projects applicable to this contract.

(I.195) DEAR 970.5242-1 Penalties for Unallowable Costs (May 2014)

(a) Contractors which include unallowable cost in a submission for settlement for cost incurred, may be subject to penalties.

(b) If, during the review of a submission for settlement of cost incurred, the Contracting Officer determines that the submission contains an expressly unallowable cost or a cost determined to be unallowable prior to the submission, the Contracting Officer shall assess a penalty.

(c) Unallowable costs are either expressly unallowable or determined unallowable.

(1) An expressly unallowable cost is a particular item or type of cost which, under the express provisions of an applicable law, regulation, or this contract, is specifically named and stated to be unallowable.

(2) A cost determined unallowable is one which, for that Contractor—

   (i) Was subject to a Contracting Officer’s final decision and not appealed;

   (ii) The Civilian Board of Contract Appeals or a court has previously ruled as unallowable; or

   (iii) Was mutually agreed to be unallowable.

(d) If the Contracting Officer determines that a cost submitted by the Contractor in its submission for settlement of cost incurred is—
(1) Expressly unallowable, then the Contracting Officer shall assess a penalty in an amount equal to the disallowed cost allocated to this contract plus interest on the paid portion of the disallowed cost. Interest shall be computed from the date of overpayment to the date of repayment using the interest rate specified by the Secretary of the Treasury pursuant to Pub. L. 92-41 (85 Stat. 97); or

(2) Determined unallowable, then the Contracting Officer shall assess a penalty in an amount equal to two times the amount of the disallowed cost allocated to this contract.

(e) The Contracting Officer may waive the penalty provisions when—

(1) The Contractor withdraws the submission before the formal initiation of an audit of the submission and submits a revised submission;

(2) The amount of the unallowable costs allocated to covered contracts is $10,000 or less; or

(3) The Contractor demonstrates to the Contracting Officer’s satisfaction that—

(i) It has established appropriate policies, personnel training, and an internal control and review system that provides assurances that unallowable costs subject to penalties are precluded from the Contractor’s submission for settlement of costs; and

(ii) The unallowable costs subject to the penalty were inadvertently incorporated into the submission.
Part III – List of Documents, Exhibits, and Other Attachments

Section J — List of Attachments
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DOE-J-2001 List of Attachments (Oct. 2015)

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Part IV -- Representations and Instructions

Section K
Representations, Certifications, and Other Statements of Offerors
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K.1 FAR 52.204-8 Annual Representations and Certifications (Jan 2018-2017)

(a)
(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210 Facilities Support Services.
(2) The small business size standard is $38.5M.
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)
(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
(2) If the provision at 52.204-7 is not included in this solicitation, and the Offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:
[ ] (i) Paragraph (d) applies.
[ ] (ii) Paragraph (d) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(c)
(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-
(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
(C) The solicitation is for utility services for which rates are set by law or regulation.
(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.
(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-
(A) Are not set aside for small-business concerns;
(B) Exceed the simplified acquisition threshold; and
(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

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

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

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

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

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

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, Department of Defense (DoD), National Aeronautics and Space Administration (NASA), and the Coast Guard.

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

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

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

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

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

(xvi) 52.222-57, Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed $50 million, which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed $500,000, which are issued after April 24, 2017.

Note to paragraph (c)(1)(xvi): By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, General
Services Administration, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

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

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of **EPA—U.S. Environmental Protection Agency (EPA)**-designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitation that include the clause at 52.204-7.

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

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

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

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

(C) If the acquisition value is $50,000 or more but is less than $80,317,533, the provision with its Alternate II applies.

(D) If the acquisition value is $80,317,533 or more but is less than $100,000, the provision with its Alternate III applies.

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

( xxxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

( xxxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

( xxxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

X (i) 52.204-17, Ownership or Control of Offeror.

X (ii) 52.204-20, Predecessor of Offeror.

X (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

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

(vii) 52.227-6, Royalty Information.

X (A) Basic.

(B) Alternate I.

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

(ix) 970.5227-1, Rights in data-facilities. This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 970.5227-1 Rights in Data--Facilities) and any data delivered under the resulting contract will be subject to this clause. The Offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [Offeror check appropriate block] -

() None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

() Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

Please note that any identification of limited rights data or restricted computer software in the Offeror’s response is not determinative of the status of the data should a contract be awarded to the Offeror.

(d) The Offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.acquisition.gov. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.
Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

**K.2 FAR 52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)**

The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

**K.2K.3 FAR 52.209-7 Information Regarding Responsibility Matters. (Jul. 2013)**

(a) Definitions. As used in this provision-

- **“Administrative proceeding”** means a non-judicial process that is adjudicatory in nature, in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

- **“Federal contracts and grants with total value greater than $10,000,000”** means-
  
  (1) The total value of all current, active contracts and grants, including all priced options; and

  (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

- **“Principal”** means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the Offeror checked **“has”** in paragraph (b) of this provision, the Offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the Offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the Offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

   (i) In a criminal proceeding, a conviction.
(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the Offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the Offeror has provided the requested information with regard to each occurrence.

(d) The Offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see 52.204-7).

**K.3K.4 FAR 52.230-1 Cost Accounting Standards Notices and Certification**

(DEVIATION) Oct. 2015)

Not: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the Offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement—Cost Accounting Practices and Certification

(a) Any contract in excess of $2,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any Offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the Offeror’s proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.
(c) Check the appropriate box below:

[ ] (1) **Certificate of Concurrent Submission of Disclosure Statement.** The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _________________________

[Name and Address of Cognizant ACO or Federal Official Where Filed: ____________________________]

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[ ] (2) **Certificate of Previously Submitted Disclosure Statement.** The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _________________________

Name and Address of Cognizant ACO or Federal Official Where Filed: ____________________________

[ ] (3) **Certificate of Monetary Exemption.** The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[ ] (4) **Certificate of Interim Exemption.** The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted; and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this
exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards—Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[ ] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[ ] yes [ ] no

(End of provision)


The offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

[ ] yes [ ] no

If the offeror checked “yes” above, the offeror shall-
(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

K.6 DEAR 952.204-73 Facility Clearance (Aug 2016)

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

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

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

(1) The contract work anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the Contractor's organization and access authorizations (security clearances) for Contractor personnel working with the classified information or special nuclear material. To obtain a Facility Clearance the Contractor must submit the Standard Form 328, Certificate Pertaining to Foreign Interests, and all required supporting documents to form a complete Foreign Ownership, Control or Influence (FOCI) Package. The Contractor will submit the Foreign Ownership, Control or Influence (FOCI) information in the format directed by DOE. When completed the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer.

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

(3) Following submission of a Standard Form 328 and prior to contract award, the Contractor shall immediately submit to the Contracting Officer written notification of any changes in the extent and nature of FOCI which could affect the offeror’s answers to the questions in Standard Form 328. Following award of a contract, the Contractor must immediately submit to the cognizant security office written notification of any changes in the extent and nature of FOCI which could affect the offeror’s answers to the questions in Standard Form 328. Notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice must also be furnished concurrently to the cognizant security office.

(b) Definitions. (1) Foreign Interest means any of the following—

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

(ii) Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the United States or its possessions and trust territories; and
(iii) Any person who is not a citizen or national of the United States.

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

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

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

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

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

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

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

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

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

(d) A Facility Clearance is required prior to the award of a contract requiring access to classified information and the granting of any access authorizations under a contract. Prior to award of a contract, the DOE must determine that award of the contract to the offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract. The Contracting Officer may require the offeror to submit such additional information as deemed pertinent to this determination.

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

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

**Notice to Offerors—Contents Review (Please Review Before Submitting)**

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

1. The Standard Form 328 has been signed and dated by an authorized official of the company;
2. If publicly owned, the Contractor’s most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privately owned, the audited, consolidated financial information for the most recently closed accounting year has been attached;
3. A copy of the company's articles of incorporation and an attested copy of the company’s by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents;
4. A list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the government agency(ies) that granted or will be granting those clearances; and
5. A summary FOCI data sheet.

**K.5K.7 FAR Certification Regarding Facility Clearance — Foreign Ownership, Control or Influence Information**

Please check, as appropriate:

[ ] Submitted Commercial and Government Entity code or facility code if cleared.

[ ] Documentation granting Offeror’s subcontractor(s) and/or joint venture facility clearance is attached.

[ ] Facility Clearance request documentation has been submitted via Foreign Ownership, Control, or Influence (FOCI) Electronic Submission Site at [https://foci.anl.gov/](https://foci.anl.gov/) for Offeror, subcontractor(s) and/or joint venture if not currently cleared.

[ ] The Standard Form 328 has been signed and dated by an authorized official of the company.

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

[ ] A copy of the company’s articles of incorporation and an attested copy of the company’s by-laws, or similar documents filed for the company’s existence and management, and all amendments to those documents.

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

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

(b) By submission of its offer, the Offeror agrees to provide to the Contracting Officer, within 30 days after notification of selection for award, or award of a contract, whichever occurs first, pursuant to this solicitation, its written workplace substance abuse program consistent with the requirements of 10 CFR part 707. DOE may grant an extension to the notification or implementation period if necessary as per 10 CFR 707.5(g). CFR part 707.

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


(a) If the Offeror submits a proposal for a DOE Capital Asset Project-

(1) In the amount of $50 million or more; or

(2) Where the Offeror has a contract or other contracts in support of DOE Capital Asset Projects and the total contract values are $20 million or greater per contract for a total contract values of $50 million or more:

(i) The Offeror shall provide documentation that an authorized government representative has determined that the proposed Earned Value Management System (EVMS) complies with the EVMS guidelines in the American National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems (ANSI/EIA-748) (current version at time of solicitation). The Government reserves the right to perform reviews of the EVMS when deemed necessary to verify compliance.

(ii) If the Offeror proposes to use a system that has not been determined to be in compliance with the requirements of paragraph (a)(1) of this provision, the Offeror shall submit a comprehensive plan for compliance with the guidelines in ANSI/EIA-748.

(A) The plan shall:

(1) Describe the EVMS the Offeror intends to use in performance of the contract, and how the proposed EVMS complies with the EVMS guidelines in ANSI/EIA-748;

(2) Distinguish between the Offeror’s existing management system and modifications proposed to meet the EVMS guidelines;

(3) Describe the management system and its application in terms of the EVMS guidelines;

(4) Describe the proposed procedure for administration of the EVMS guidelines as applied to subcontractors; and

(5) Describe the process the Offeror will use to determine subcontractor compliance with ANSI/EIA-748.

(B) The Offeror shall provide information and assistance as required by the Contracting Officer to support review of the plan.
(C) The Offeror’s EVMS plan must provide milestones that indicate when the Offeror anticipates that the EVMS will be compliant with the guidelines in ANSI/EIA-748.

(b) If the Offeror submits a proposal in an amount less than $50 million and does not meet the condition described at (a)(2) above-

(1) The Offeror shall submit a written description of the management procedures it will use and maintain in the performance of any resultant contract to comply with the requirements of the EVMS clause of the contract. The description shall include-

(i) A matrix that correlates each guideline in ANSI/EIA-748 (current version at time of solicitation) to the corresponding process in the Offeror’s written management procedures; and

(ii) The process the Offeror will use to determine subcontractor compliance with ANSI/EIA-748.

(2) If the Offeror proposes to use an EVMS that has been determined by the CFA to be in compliance with the EVMS guidelines in ANSI/EIA-748, the Offeror may submit a copy of the documentation of such determination instead of the written description required by paragraph (b)(1) of this provision.

(c) The Offeror shall identify the subcontractors (or the subcontracted effort if subcontractors have not been selected) to whom the EVMS requirements will apply. The Offeror and the Government shall agree to the subcontractors or the subcontracted effort selected for application of the EVMS requirements. The Offeror shall be responsible for ensuring that the selected subcontractors comply with the requirements of the Earned Value Management System clause of the contract.

**K.8K.10 Organizational Conflicts of Interest Disclosure**

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

(b) Each Offeror is to check the appropriate block for each of the questions below. The questions apply equally to the (1) Offeror, (2) intended subcontractors at any tier, (3) consultants, (4) affiliates of the foregoing, and (5) chief executives and directors of any of the foregoing who will be involved in performing the contract, and, accordingly, that the term “Offeror” is defined to include all five types of considerations. The questions shall be completed by each Offeror or person identified.

(1) Does the Offeror depend upon industries or firms that could be affected by DOE actions related to the contract for a significant portion of its business, or have a relationship (financial, organizational, contractual or otherwise) with such industries or firms that could impair its objectivity or independence? Yes ☐ No ☐

(2) Would any unfair competitive advantage accrue to the Offeror in either its private or government business pursuits from access to:

(i) Data generated under the contract? Yes ☐ No ☐

(ii) Information concerning DOE plans and programs? Yes ☐ No ☐

(iii) Confidential and proprietary data of others? Yes ☐ No ☐
(3) Will any proposed subcontractor perform any self-evaluation or inspection of a service or product, or evaluation or inspection of another with whom a relationship exists which could impair objectivity, including evaluation or inspection of goods or services that complete commercially with the performer’s goods or services? Yes ☐ No ☐

(4) Will any of the Offeror’s chief executives, directors, or entities, which they own or represent, or any of the Offeror’s affiliates be involved in the performance of the contract? Yes ☐ No ☐

   (i) If the Offeror checked “Yes” above in paragraph (b)(4), for involvement of the Offeror’s affiliates, will the involvement be performed as part of the Prime contract or a subcontract? Prime Contract ☐ Subcontract ☐

(5) Do you have any current business arrangements that may conflict with your role as Offeror or subcontractor under this contract? Yes ☐ No ☐

(c) If the Offeror checked “Yes” to any of the above in paragraph (ba), the Offeror shall provide the statement described in paragraph (de) from each entity or person affirmatively responding.

(d) The statement must contain the following:

   (1) A statement of any past (within the past 12 months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the Performance Work Statement. For contractual interests, such statement must include the name, address, telephone number of the client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the Offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of this solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests, enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.

   (2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the services required by the Performance Work Statement to be provided in connection with this solicitation.

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

K.9K.11 Agreement to Use Non-Federal Support Personnel

DOE may employ non-federal evaluators (including employees of DOE contractors) to evaluate proposals submitted in response to Solicitation 89303318REM000007.DE-SOL-0009072. All such non-federal evaluators are required to sign appropriate non-disclosure and conflict of interest statements prior to any such engagement. By submission of a signed offer under this solicitation, the Offeror consents to such review by non-federal evaluators.
Cost and Fee Proposal Certification

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

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

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

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

Solicitation Certification

By submitting its signed offer, the Offeror represents its understanding that Solicitation Number 89303318REM000007 represents the current and complete contracting requirements of the Government for the Hanford Mission Essential Services Contract. This Solicitation supersedes in its entirety any prior representations from the Government or attributed to the Government, including, but not necessarily limited to: any information formally provided by the Government prior to release of this Solicitation; remarks made by the Government during, or reported as a result of, industry one-on-one meetings; and any information or conjecture presented by the media, or any other source, on the Government’s requirements for this Solicitation.

Signature/Certification

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

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L.26 List of Section L Attachments........................................................................................................ L-54
L.1 FAR 52.252-1, Solicitation Provisions Incorporated by Reference (Feb. 1998)

This solicitation incorporates one (1) or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer (CO) will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

- https://www.acquisition.gov/far/; and

<table>
<thead>
<tr>
<th>Table L.1. Provisions FAR/DE AR Reference</th>
<th>Title</th>
<th>Fill-In Information; See FAR 52.104(d)</th>
<th>System for Award Management (Oct 2016)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provision No.</td>
<td>FAR/DE AR Reference</td>
<td>Title</td>
<td>Fill-In Information; See-FAR 52.204-7404(d)</td>
</tr>
<tr>
<td>FAR 52.204-163</td>
<td>Commercial and Government Entity Code Reporting (Jul 2016)</td>
<td>System for Award Management (Oct 2016)</td>
<td></td>
</tr>
<tr>
<td>FAR 52.204-1846</td>
<td>Commercial and Government Entity Code Maintenance Reporting (Jul 2016)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FAR 52.214-34</td>
<td>Submission of Offers in the English Language (Apr 1991)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FAR 52.214-35</td>
<td>Submission of Offers in U.S. Currency (Apr 1991)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FAR 52.215-1</td>
<td>Instructions to Offerors—Competitive Acquisition (Jan 2017)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FAR 52.215-20</td>
<td>Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost of Pricing Data (Oct 2010) – Alt IV (Oct 2010)</td>
<td>Alt IV: (d) See Section L.14 Proposal Preparation Instructions, Volume III–Cost and Fee Proposal</td>
<td></td>
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<tr>
<td>FAR 52.215-22</td>
<td>Limitations on Pass-Through Charges Identification of Subcontract Effort (Oct 2009)</td>
<td></td>
<td></td>
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Table L-1.

<table>
<thead>
<tr>
<th>FAR/DE AR Reference</th>
<th>Title</th>
<th>Fill-In Information; See FAR 52.104(d)</th>
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<tr>
<td>FAR 52.222-5</td>
<td>Construction Wage Rate Requirements – Secondary Site of the Work (May 2014)</td>
<td></td>
</tr>
<tr>
<td>FAR 52.222-23</td>
<td>Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)</td>
<td>(b) Minority Goal: 5.4%; Female Goal: 6.9%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(c) Richland, Benton County, WA</td>
</tr>
<tr>
<td>FAR 52.222-24</td>
<td>Pre-Award On-Site Equal Opportunity Compliance Evaluation (Feb 1999)</td>
<td></td>
</tr>
<tr>
<td>FAR 52.237-1</td>
<td>Site Visit (Apr. 1984)</td>
<td></td>
</tr>
<tr>
<td>FAR 52.250-2</td>
<td>SAFETY Act Coverage Not Applicable (Feb 2009)</td>
<td></td>
</tr>
<tr>
<td>DEAR 952.219-70</td>
<td>DOE Mentor-Protégé Program (May 2000)</td>
<td></td>
</tr>
<tr>
<td>DEAR 952.233-4</td>
<td>Notice of Protest File Availability (Aug 2009)</td>
<td></td>
</tr>
<tr>
<td>DEAR 952.233-5</td>
<td>Agency Protest Review (Sep 1996)</td>
<td></td>
</tr>
</tbody>
</table>

L.2 FAR 52.216-1, Type of Contract (Apr. 1984)

The Government contemplates award of a performance based Contract that includes Cost-Plus-Award-Fee (CPAF), Cost Reimbursable (CR) (non-fee bearing), and Indefinite Delivery/Indefinite Quantity (IDIQ) Contract Line Item Numbers (CLIN) resulting from this solicitation.

L.3 DOE-L-2017, Expenses Related to Offeror Submissions (Oct. 2015)

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

L.4 DOE-L-2022 Alternate Bid/Proposal Information – None (Oct. 2015)

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

L.5 DOE-L-2024 Notice of Intent – Use of Non-Federal Evaluators and Advisors (Oct. 2015)

The Government may utilize non-federal evaluators and/or advisors or other non-federal support personnel for evaluating proposals received in response to this solicitation. Such personnel shall be
required to sign nondisclosure agreements and to comply with personal and organizational conflicts of interest requirements in accordance with the FAR and DEAR 915.207-70(f)(5) and (6). Under the statutes governing procurement integrity, these non-federal personnel may not disclose any information learned by participating in this acquisition. See the Procurement Integrity Act, 41 U.S.C. §§ 2101-2107.

L.6 DOE-L-2025 Intention to Bid/Propose (Oct. 2015)

In order to facilitate the efficiency of the Government’s solicitation and award process through advance information on the anticipated number of Offers, potential Offerors are requested to submit the name, address, and telephone number of its firm or organization and any subcontractors to HMESC@emcbc.doe.gov noHMESC@emcbc.doe.gov not later than 28 calendar days prior to the proposal due date. If the bid/proposal is to be submitted by a teaming arrangement, the Offeror is requested to submit the above information for all members of the proposing team.

L.7 DOE-L-2015 Offer Acceptance Period (Oct. 2015)

The Offeror’s proposal shall be valid for 36518 months (547 calendar days) after the required due date for proposals.


(a) Definitions.

(1) Offeror. The term “Offeror,” as used in this Section L, refers to the single entity submitting the proposal. The Offeror shall be a legal entity separate from its parent organization(s), whose sole purpose is to perform the Contract, in accordance with the clause DOE-H-2015 entitled, Separate Corporate Entity. The Offeror may be a single corporation or a “Contractor team arrangement” as defined in FAR 9.601(1), for example, a limited liability company, limited liability partnership, joint venture, or similar entity or arrangement. If the Offeror is a newly formed entity, it must be legally established on or before the date for submission of proposals. (See Volume I instructions regarding any requirement for a performance guarantee agreement.)

(2) Critical subcontractor. A “critical subcontractor” is a subcontractor performing work within at least one of the following Performance Work Statement (PWS) sections:

- **Section C entitled C.4.3, Safeguards and Security**, who is anticipated to perform 30 percent or more of the total estimated cost of the PWS element this work over the Contract period.

- **Section C entitled C.4.4, Emergencies and First Responders**, who is anticipated to perform 30 percent or more of the total estimated cost of the PWS element this work over the Contract period.

- **Section C entitled C.4.6, Information Technology and Management**, who is anticipated to perform 30 percent or more of the total estimated cost of the PWS element this work over the Contract period.

- Additionally, proposed subcontractors with an estimated value more than $400 million over the Contract period (including option years) under the Infrastructure and Site Services CLINs 0004, 1004, 2004 are considered to be a critical subcontractor.

- A critical subcontractor is also any subcontractor that will perform work that is incorporated into the Offeror’s Technical Approach and that the prime Offeror designates as considers
critical to enhance its team’s technical approach, experience, or ability to meet delivery requirements.

Critical subcontractors count toward fulfillment of the Section H clause entitled, Subcontracted Work, requirement and other small business goals in this Contract.

(b) Availability of the solicitation, amendments, and other documents-electronic media.

(1) In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost-effective, electronic media will be used for distributing the solicitation, amendments thereto, and other documents to the public. These documents will be posted through via the FedConnect website at https://www.fedconnect.net. This electronic medium will constitute the official distribution method for this solicitation. AmendmentsAll amendments and any other official communications from DOE regarding this solicitation will be posted through this medium. Offerors and all other interested parties are responsible to maintain continual surveillance of the website to remain abreast of the latest available information (Offerors and other interested parties are encouraged to utilize the website’s “Notifications” feature). No changes to this solicitation will be effective unless the changes are incorporated into the solicitation by an amendment. No other communication, whether oral or in writing, will modify or supersede the terms of the solicitation.

(2) The solicitation, amendments, reference documents, and other communications are also available through the Environmental Management Consolidated Business Center (EMCBC) procurement website at https://www.emcbc.doe.gov/SEB/HMESC/. Sensitive information, such as Official Use Only (OUO) information, will require the Offeror to complete and return a nondisclosure agreement as instructed on the procurement website.

(c) Submission of proposals.

(1) The Offeror must be registered in FedConnect at https://www.fedconnect.net. The Offeror must also be registered in the System for Award Management at https://www.sam.gov.

(2) Offerors must submit proposals electronically through FedConnect by the date and time specified in Standard Form (SF) 33, Solicitation, Offer and Award, in Section A of this solicitation and other provisions of Section L. Proposals shall only be accepted through FedConnect. It is imperative that the Offeror read and understand how to submit its proposal using the FedConnect web portal. ProposalAll proposal documents required by this solicitation must be uploaded and received in their entirety in the FedConnect Responses web portal no later than the date and time specified in SF Standard Form 33, Solicitation, Offer and Award, in Section A of this solicitation. Failure to submit a response that is received through the FedConnect Responses web portal by the stated time and date may result in the proposal not being considered. By submitting a proposal, the Offeror agrees to comply with the all terms and conditions as set forth in this solicitation. DOE does not provide help desk assistance regarding FedConnect, and questions regarding FedConnect shall be addressed directly to FedConnect in accordance with instructions found on its website. Subcontractor submissions of proprietary information may provide a password protected document file to the prime and share the password with the CO. The subcontractor proposal must adhere to the proposal due date/time in the solicitation and be submitted by the prime Offeror via FedConnect.

(3) Electronic submission of a proposal via FedConnect is required; however, the original, signed, hard copy submission of the proposal shall be considered the Offeror's official offer and will be considered binding except as noted below in paragraph (c)(4)(ii).
In addition to the electronic submission of the Offeror’s proposal via FedConnect, the Offeror shall submit the required number of paper and CD-ROM/DVD and USB flash drive electronic copies of each proposal volume as indicated below, by the date and time specified in SF 33, Solicitation, Offer and Award, in Section A of this solicitation and other provisions of Section L.

The content in the paper and CD-ROM/DVD and USB flash drive electronic copies shall be identical to the content of the FedConnect submission and the original signed, hard copy submission copies. The only exceptions are as follows:

(i) Financial exception is the financial statements, and annual report(s), and financial capability information, required by Section L.14 (q), which shall be included in the electronic submission via FedConnect and the CD-ROM/DVD and USB flash drive copies and the signed original only, but are not required to be included in the additional paper copies.

(ii) Attachment L-6, Cost Detail Worksheets, and Attachment L-6a, Critical Subcontractor Cost Detail Worksheets, tab entitled, ‘Estimating Flat File’, shall only be included in the electronic submission via FedConnect and the CD-ROM/DVD and USB flash drive copies. No paper (original or copy) submittal is required. The electronic Attachment L-6, Cost Detail Worksheets, and Attachment L-6a, Critical Subcontractor Cost Detail Worksheets, tab entitled, ‘Estimating Flat File’, through FedConnect will constitute part of the binding offer.

The paper copies shall be submitted no later than the proposal due date, as follows:

MAIL TO (see table below for number of hard and CD-ROMs/DVDs and USB flash drives electronic copies):

U S. Department of Energy, EMCBC
Attention: Lori Sehlhorst, Contracting Officer, EMCBC
Address: 250 E. 5th Street, Suite 500
City/State/Zip: Cincinnati, OH 45202

Shipping materials shall be marked as follows: TO BE OPENED BY ADDRESSEE ONLY.

Request for Proposal (RFP) No. 89303318REM000007

E-mail: lori.sehlhorst@emcbc.doe.gov
E-mail: lori.sehlhorst@emcbc.doe.gov
Phone: (513) 744-0989

MAIL TO (see table below for number of hard and CD-ROMs/DVDs and USB flash drives electronic copies):

U.S. Department of Energy, Richland Operations Office
Attention: Sue Harp/Janette Gonzalez
Address: 2430 Stevens Center, Suite 274
City/State/Zip: Richland, WA 99354

Shipping materials shall be marked as follows: TO BE OPENED BY ADDRESSEE ONLY.

RFP No. 89303318REM000007

E-mail: sue.harp@rl.doe.gov
E-mail: janette.gonzalez@rl.doe.gov
Phone: (509) 376-7119/3480

Note: Offerors delivering proposals by hand-carry or Express Mail to the above addresses shall arrange for delivery Monday through Thursday between the hours of 8:30am — 4:00pm (PST) and contact the CO, Lori Sehlhorst, by telephone at (513) 744-0989 or email at
lori.sehlhorst@emcbc.doe.govlori.sehlhorst@emcbc.doe.gov in advance to advise of the anticipated delivery date and time.

In addition, Offerors shall provide CD-ROMs/ or DVDs and USB flash drives that are clearly labeled with Offeror’s name, the Request for Proposal (RFP number, the) volume number, and the copy number reference. The proposals provided in electronic media are provided for Source Evaluation Board evaluation convenience only. In the event of a conflict, the hard copy material takes precedence over the electronic submission.

The original proposal shall contain signed originals of all documents requiring signatures by the Offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal. The original, signed, hard copy submission of the proposal shall be considered the Offeror’s official offer and will be considered binding.

Table L-2. Copy Requirements

<table>
<thead>
<tr>
<th>Proposal Volume – Title</th>
<th>Number of Hard Copy Proposals Required (Hanford)</th>
<th>Number of Hard Copy Proposals Required (DOE-EMCBC)</th>
<th>Number of CD-ROMs/DVDs Required (DOE-EMCBC)</th>
<th>Number of USB Flash Drives Required (Hanford)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Volume I – Offer and Other Documents</td>
<td>21 signed original and 5 copies</td>
<td>1 signed original and 1 copy</td>
<td>1</td>
<td>26</td>
</tr>
<tr>
<td>Volume II – Technical and Management Proposal</td>
<td>1 signed original and 13 copies</td>
<td>1 signed original and 1 copy</td>
<td>1</td>
<td>136</td>
</tr>
<tr>
<td>Volume III – Cost and Fee Proposal</td>
<td>61 signed original and 13 copies</td>
<td>1 signed original and 1 copy</td>
<td>1</td>
<td>6</td>
</tr>
</tbody>
</table>

(d) Solicitation instructions and proposal information.

(1) Proposals are expected to conform to all solicitation requirements and the instructions contained in this Section L. The Government will evaluate proposals on the basis of the information provided in the proposal. The Government will not assume that an Offeror possesses any capability unless set forth in the proposal. This applies even if the Offeror has existing contracts with the Federal Government, including DOE.

(2) These instructions are not evaluation factors. Evaluation factors are described in Section M, entitled, Evaluation Factors for Award, of this solicitation. However, failure to provide the requested information may make an Offeror ineligible for award or adversely affect the Government’s evaluation of an Offeror’s proposal. In addition, a proposal will be eliminated from further consideration before completing the Government’s evaluation if the proposal is so grossly and obviously deficient as to be totally unacceptable on its face. A proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the material requirements of the solicitation, or if it does not substantially and materially comply with the proposal preparation instructions of this solicitation. Cursory responses or responses that merely repeat or reformulate the PWS will not be considered responsive to the requirements of the solicitation. In the event that a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.

(e) Proposal volumes and page limitations.
(1) The overall proposal shall consist of separate volumes, organized and individually entitled as stated below, with the following page limitations:

(i) Volume I, Offer and Other Documents - No page limit.

(ii) Volume II, Technical and Management Proposal - See page limitation identified in each factor.

(iii) Volume III, Cost and Fee Proposal - No page limit.

(2) Attachments. All attachments, annexes, and appendices shall be counted toward the page limitation set forth below for Volume II above, unless otherwise stated. The following do not count toward the page limitations: table of contents, title pages, glossary, divider tabs, blank pages, and the cross reference matrix. Those pages that exceed the limits set forth in each factor below will not be considered in the evaluation; page counting will begin with the first page of each volume and continue up to the page limitation. No material may be incorporated by reference as a means to circumvent the page limitations.

(3) Except as may be provided elsewhere in the solicitation (including paragraph (f) below), Offerors shall not cross reference to other volumes of the proposal and shall provide complete information within the appropriate volume. Cost and pricing information shall be submitted and addressed only in Volume III, Cost and Fee Proposal, unless otherwise specified.

(f) Proposal specifications.

(1) Table of contents. Each volume shall contain a table of contents and a glossary of abbreviations and acronyms. The table of contents in each volume shall identify the section, subsection, paragraph titles, and page numbers, as well as all spreadsheets, charts, tables, figures, diagrams, design drawings, and graphs.

(2) Cross reference matrix. The Offeror shall provide a cross reference matrix within Volumes II and III, which correlates the proposal by page and paragraph number to the performance work statement (PWS, the), Section L instructions, and the Section M evaluation factors. The cross reference matrix shall be inserted immediately following the table of contents of the corresponding volume of the Offeror's proposal.

(3) Page size. Page size shall be 8½ × 11 inches for text pages, excluding foldouts. When 8½ × 11 inch pages contain text on both front and back, this is considered two (2) pages. Page size for foldouts shall not exceed 11 × 17 inches; foldouts may be used for large tables, charts, graphs, diagrams, design drawings, or other schematics. Foldout pages shall fold entirely within the volume that in which it appears. When 11 × 17 inch pages are used, this is considered two (2) pages; if tables and graphics are on both front and back, this is considered four pages. Tables of contents, lists of figures, dividers, tabs, or similar inserts that do not provide any substantive information are not counted as a page. Use of 11 × 17 binders for the Cost Volume III, Cost and Fee Proposal, is permitted.

(4) Print type. Text shall be 12 point or larger, single spaced, using Times New Roman font type. Headers and footers, spreadsheets, charts, tables, diagrams or design drawings, and graphs must be 10 point or larger using Times New Roman font type. Two (2) columns of text per page and use of boldface type are acceptable. Print type used in completing forms attached to this RFP as Microsoft® Word®, Access®, or Excel® documents should not be changed from the styles used in the attachments.
(5) Page margins. Page margins for text pages and foldouts shall be a minimum of one (1) inch at the
top, bottom, and each side. Each page shall, within the one (1) inch top or bottom margins, set
forth the solicitation number; name of the Offeror; and, as applicable, the legend in accordance
with paragraph (e)(2), Restriction on disclosure and use of data, of the provision at
FAR 52.215-1, Instructions to Offerors-Competitive Acquisition. This is the only information that
can be displayed within the margins. Two (2) columns of text per page and use of boldface type
for paragraph headings are acceptable.

(6) Page numbering. PagesAll pages shall be sequentially numbered by volume.

(7) File format. Files submitted shall be readable and searchable (not scanned) using Microsoft®
Word®, Excel®, or Adobe® portable document format (PDF must be in a searchable format, not-
scanned) except the following specific Volume III files:

- Cost and Fee Proposal tables shall be organized and submitted in native file format.
- Electronic copies of financial statements and annual reportsAnnual Reports shall be
submitted as PDFs in portable document format (portable document format files are
required).
- ProprietaryAny proprietary software utilized in preparation of proposal information shall be
provided along with licenses required to allow operation of the proprietary software.
- FilesAny files provided in accordance with this section shall be in the native format.

The files shall not be password protected or contain other security restraints unless access
information is provided.

(8) Binding and labeling of hard copies. Each volume shall be separately bound in three-ringed
loose-leaf binders. Cost proposals may be submitted in three-ringed binders in sizes of any size up
to 11 × 17. Staples shall not be used. The outside front cover of each binder shall indicate the
Contractor’s name, the RFP number, the title of the RFP, and the copy number (i.e., sequentially
number the required copies with the original being copy no. 1). The same identifying data shall be
placed on the spine of each binder to facilitate identification and accountability when placed in a
vertical position.

(g) Classified information. The Offeror shall not provide any classified information in response to this
solicitation.

(h) Questions.

(1) Questions regarding this solicitation must be submitted to
HMESC@emebc.doe.govHMESC@emebc.doe.gov no later than 11:59 p.m. Eastern Time,
October 11, 2018.[TBD]. If DOE has not acknowledged receipt of submitted questions within
three (3) business days, the Offeror may contact the CO to confirm receipt of questions. Each
question shall clearly specify the solicitation area to which it refers. Responses to questions, as
appropriate, will be posted on the procurement website as soon as practicable. DOE will make
every effort to have all questions answered at least two (2) weeks before the proposal submission
date. The Government will not identify prospective Offerors submitting questions. Offerors must
check the procurement website periodically to ascertain the status of answers to questions.

(2) This solicitation is considered complete and adequately describes the Government's requirements.
If an Offeror believes that there is an error in the solicitation, or an omission, the Offeror shall
submit a question to HMESC@emebc.doe.govHMESC@emebc.doe.gov.
(i) False statements. Proposals must set forth full, accurate, and complete information, as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

(j) Examination of data. By submission of a proposal, the Offeror grants to the CO, or an authorized representative of the CO, the right to examine, for purposes of verifying the data submitted, those books, records, documents, and other supporting data (regardless of form) that will permit an adequate evaluation of the proposal. This right may be exercised in connection with any reviews deemed necessary by the CO prior to award.

(k) Commitment of public funds. The CO is the only individual who can legally award a contract and commit the Government to the expenditure of public funds in connection with the proposed acquisition. Any other commitment, either explicit or implied, is invalid.

(l) Content of resulting contract. Any contract awarded as a result of this solicitation will contain the following sections of the solicitation: Part I –- The Schedule; Part II –- Contract Clauses; Part III, Section J-List of Documents, Exhibits and Other Attachments.; and Part IV, Section K –- Representations, Certifications, and Other Statements of Offerors. These sections will be incorporated into the contract by reference.

(m) Allowable Salary for Key Personnel. Award of the Contract, as proposed, does not constitute a determination of allowability of key personnel salaries contained in the successful offer. As provided in Section H clause entitled, Special Provisions Applicable To Workforce Transition and Employee Compensation: Pay and Benefits, within 20 days after Notice to Proceed (NTP), the Contractor shall submit DOE Form 3220.5, Application for Contractor Compensation Approval, to the CO for each key personnel position listed in the Contract for a determination of cost allowability for reimbursement under the Contract. To support a reasonableness determination, the Contractor shall also provide compensation market survey data to support/justify the requested salary and any other information as requested by the CO.

Executive incentive programs are allocable and, therefore, may be determined to be allowable, if approved by the CO. Additionally, an executive incentive program will only be considered allowable if the cost of the incentive is incurred specifically for the Contract only; charges for an executive bonus pool covering contracts or clients other than the specific contract are unallowable (FAR 31.201-4). To support a reasonableness determination for allowability, the Contractor will be required to provide a justification and may be required to provide additional information such as a copy of the annual incentive letter provided to the individual executive for the services to be rendered.


(a) Cover letter. The Offeror may provide a brief cover letter. The cover letter will not be considered in the evaluation.

(b) General. Volume I – Offer and Other Documents, contains the offer to enter into a contract and other documents. The signed original(s) of all documents requiring signature by Offerors shall be contained in the original Volume I. Offerors shall include the information listed in the following paragraphs in Volume I, assembled in the order listed. In cases where the Offeror is required to fill in information in a contract clause, the Offeror shall submit only those pages that require input of information or a signature. Those specific areas are:
Section B:

(i) **Section B** entitled, *Estimated Annual Contract Value*, Table B-2, *Total Estimated Contract Cost and Fee by Period of Performance*. Note: Tables B-3a, B-3b, B-3c to be completed subsequent to Contract Award.

Section H:

(i) **Section H clause entitled** 27, *DOE-H-2017, Responsible Corporate Official and Corporate Board of Directors (Oct 2014)*;

(ii) **Section H clause entitled** 41, *DOE-H-2052, Representations, Certifications, and Other Statements of the Offeror; Alternate I (Oct 2014)*

(iii) **Section H clause entitled** 48, *DOE-H-2070, Key Personnel – Alternate I (Oct 2014) (Revised)*; and

(iv) **Section H clause entitled, Organizational Conflict of Interest – Affiliate (s)**

Section I:

Section I clause entitled:

(i) **I.46, FAR 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014)*;

(ii) **Section I clause entitled** I.86, *FAR 52.223-3, Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (Jul 1995)*; and

(iii) **Section I clause entitled, DEAR 952 I.115, FAR 52.227-823, Rights to Proposal Data (Apr 1994) Technical (Jun 1987)**

(c) **Standard Form 33, Solicitation, Offer and Award** – one signed original of the Standard Form (SF) 33 must be provided in addition to a copy for each set of the Volume I.

1. The person signing the SF 33 must have the authority to commit the Offeror to the terms and conditions of the resulting contract, Sections A–J. By signing and submitting the SF 33, the Offeror commits to accept the resulting Contract as contained in the solicitation, unless an exception or deviation to the terms and conditions as stated in the solicitation is explicitly stated by the Offeror in accordance with the below subsection (g), *Exceptions and Deviations*.

2. The Offeror must acknowledge receipt of all amendments to the solicitation in block 14 of the SF 33.

3. The Offeror shall insert 365547 calendar days in block 12 of the SF 33 in accordance with Section L entitled, *DOE-provision L-2015 Offer Acceptance Period (Oct 2015)*.

4. The Offeror shall provide its Data Universal Numbering System Number (DUNS) Number in block 15A of the SF 33.

(d) **Administrative information.** Offerors shall provide the following information:

1. Solicitation number (reference paragraph (c)(2)(i) of the Section L provision at FAR 52.215-1 entitled, *Instructions to Offerors—Competitive Acquisition*).
(2) Offeror name. Name, address, telephone and facsimile numbers, e-mail, and DUNS Universal Numbering System Number (DUNS) of the Offeror (reference paragraph (c)(2)(ii) of the Section L provision at FAR 52.215-1, Instructions to Offerors—Competitive Acquisition).

(3) Authorized signatory. Name and title of person authorized to sign the proposal (reference paragraph (c)(2)(v) of the Section L provision at FAR 52.215-1, Instructions to Offerors—Competitive Acquisition).

(4) Negotiators. Name(s), title(s), telephone and e-mail addresses, facsimile numbers of persons authorized to negotiate on the Offeror's behalf (reference paragraph (c)(2)(iv) of the Section L provision at FAR 52.215-1, Instructions to Offerors—Competitive Acquisition).

(5) Government agency administration. Government agency(ies) and name of its representative(s) having administrative cognizance over the Offeror or parent company within the meaning of FAR subpart 42.3, Contract Administration Office Functions, including financial auditing, employment opportunity oversight, etc. Include agency name, address, and telephone number.

e) Subcontractors and other entities.

(1) Name, address, and DUNS number for all proposed, named critical subcontractors as defined in Section L.8 (a)(2).

(2) If the Offeror is a joint venture, limited liability company, limited liability partnership, or other similar entity (multi-member, shared ownership) provide:

   (i) Name, address, and DUNS of the parent or member company(ies) of the Offeror—joint venture members, limited liability company members, limited liability partnership members, and others, etc.; and

   (ii) Teaming agreement(s) and operating agreement (if applicable), that will remain in effect after any contract award, that describe the business arrangement between the members, including the identity of the one member/partner who has the majority ownership interest of 51% or greater in the Offeror.

(f) Representations and certifications.

(1) If the Offeror has completed the annual representations and certifications electronically via the System for Award Management website in accordance with the provision at FAR 52.204-8, Annual Representations and Certifications, and those representations and certifications are current, accurate, complete, and applicable to this solicitation, the Offeror is not required to resubmit such representations and certifications in response to this solicitation. However, if any of these annual representations and certifications requires a change, the Offeror shall submit those changes in accordance with FAR 52.204-8. The Offeror shall also complete any additional representations, certifications, or other statements required in this solicitation's Section K entitled, Representations, Certifications, and Other Statements of the Offeror.

(2) If the Offeror has not completed the annual representations and certifications electronically through the System for Award Management, the Offeror shall complete and provide all of the representations, certifications, and other statements of the Offeror as required in this solicitation's Section K.

g) Exceptions and deviations.

(1) Exceptions and/or deviations are not sought, and the Government is under no obligation to enter into discussions related to such. The Offeror shall specifically identify and fully explain any proposed exception to or deviation from the terms and conditions of the solicitation.
Any proposed exceptions or deviations must identify the applicable solicitation section, clause or provision number, paragraph number, and the proposal volumes to which the exception or deviation applies. In addition to identifying this complete information in Volume I, any deviations or exceptions shall be repeated in the other volumes to which the deviation or exception applies. Volumes II and III. Only exceptions of deviations specifically identified in this section, if accepted by the Government, will take precedence of the terms and conditions of the solicitation.

(2) Exceptions

Any exceptions or deviations by the Offeror to the terms and conditions stated in the solicitation for the resulting contract shall make the offer unacceptable for award without discussions. If an Offeror proposes exceptions or deviations to the terms and conditions of the contract, then the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the contract.

(h) Facility Clearance verification.

The Offeror shall submit the U.S. Department of Defense (DoD) Commercial and Government Entity (CAGE) code, or DOE or Nuclear Regulatory Commission (NRC) Facility Clearance number for the Offeror, subcontractors, and team members who will perform work under a contract resulting from this solicitation. If the Offeror, or any of its subcontractors or team members, does not possess such a CAGE code or DOE/NRC Facility Clearance number, the Offeror, subcontractor, and/or team member shall submit the information required by the provision at DEAR 952.204-73, Facility Clearance, found elsewhere in this Section L. Further information is available at https://foci.anl.gov.

All Offerors, their subcontractors (if applicable), or team members that do not possess a CAGE code or DOE/NRC Facility Clearance number, shall complete the required entries into the DOE Foreign Ownership, Control, or Influence (FOCI) Electronic Submission System (ESS) located at https://foci.anl.gov. Use of the DOE FOCI ESS is mandatory for all Offerors, subcontractors (if applicable), and/or team members that do not possess a Facility Clearance.

Offerors are encouraged to transmit FOCI information well before the deadline for proposal submission. Under the DOE FOCI ESS, electronic signatures cannot be accepted; thus, the signed original SF 328 executed in accordance with the form’s instructions, and any other forms requiring a signature or seal shall be printed, signed, and submitted to the federal FOCI Operations Manager at the mailing address provided in the system. When filling out the New User Registration information in the DOE FOCI ESS, select “Richland Operations Office” as the FOCI Office that will review your submission for this solicitation when it is completed. Include the solicitation name and number in the “Reason for Request” field.

(i) Performance Guarantee Agreement

The Offeror shall provide the Performance Guarantee Agreement in accordance with the clause DOE-H-2016, Performance Guarantee Agreement. See Section L1, Attachment L-1 entitled, Performance Guarantee Agreement, for form and text of the required Performance Guarantee Agreement.

(j) Responsible Corporate Official and Corporate Board of Directors.

The Offeror shall provide the name of the responsible corporate official and other information related to the corporate board of directors in accordance with the clause DOE-H-2017 entitled, Responsible Corporate Official and Corporate Board of Directors.

(k) Small Business Subcontracting Plan
(1) A completed and acceptable Small Business Subcontracting Plan is required to be submitted in accordance with the Section I clause entitled, **FAR Clause 52.219-9 entitled, Small Business Subcontracting Plan, Alternate II, and proposal instructions herein.** The Subcontracting Plan is not a requirement for evaluation in source selection, but rather, a requirement for award to a large business and it will be incorporated into the resultant contract as Section J, Attachment entitled, **Small Business Subcontracting Plan.**

(2) To be considered acceptable, the Offeror’s plan shall address, in adequate detail, each of the **15 elements identified in FAR 52.219-9(d), with a separate part for the basic contract and separate parts for each option per FAR 52.219-9(c).** Failure by a large business Offeror to submit and/or negotiate a subcontracting plan that addresses each of the **15 elements identified in FAR 52.219-9(d) in adequate detail may make the Offeror ineligible for award of a contract.** See FAR 19.702, **Statutory Requirements (a)(1), regarding failure of the apparent successful Offeror to negotiate and submit a Plan acceptable to the CO.**

(3) The Offeror shall establish goals that afford small businesses with the maximum practicable opportunity to participate in Contract performance consistent with efficient performance. In developing its proposed plan, the Offeror shall establish minimum goals for each small business category as follows (Table L-3):

<table>
<thead>
<tr>
<th>Small Business Category</th>
<th>Small Business Goals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Businesses</td>
<td>50%<em>(Proposed)</em></td>
</tr>
<tr>
<td>Veteran-Owned Small Business (VOSB)</td>
<td>3%</td>
</tr>
<tr>
<td>Service-Disabled Veteran-Owned Small Business (SDVOSB)</td>
<td>3%</td>
</tr>
<tr>
<td>HUBZoneHUBZONE</td>
<td>3%</td>
</tr>
<tr>
<td>Small Disadvantaged Business</td>
<td>5%</td>
</tr>
<tr>
<td>Women-Owned Small Business</td>
<td>5%</td>
</tr>
</tbody>
</table>

* The overall SB goal percentage of total subcontracted work shall be proposed by the Offeror and be consistent to the requirements to Section H.52 clause entitled “Subcontracted Work.” The small business subcategories may not necessarily add up to the overall percentage in the “Small Business” category, since some small businesses may not fall into any of the subcategories, while others may fall into more than one subcategory.

(4) Proposed small business goals shall be the percent of total subcontracted work specified in the Offeror’s Small Business Subcontracting Plan. Amounts proposed for subcontracting base and small business participation shall comply with the limitations of the Section H clause entitled, **Subcontracted Work.**

(5) In addition to submitting a **Small Business Subcontracting Plan,** Offerors shall complete Section L Attachment entitled, **Small Business Subcontracting Tables,** which provides a breakdown of the Offeror’s proposed goals and dollars, by small business category, expressed in terms of both a percent of **TOTAL CONTRACT VALUE** and a percent of **TOTAL SUBCONTRACTED WORK.** Offerors shall show the proposed subcontracting goals for the basic contract requirement and each option separately. The tables shall also break out costs being proposed/allocated to small business concerns to the extent known (by small business category), by PWS element, and by Government fiscal year.
(l) Community Commitment Plan.

The Offeror shall provide a Community Commitment Plan that demonstrates meaningful partnership with the community and support of sustainable economic use of the site. See the Section H clause entitled, **DOE-H-2045, Contractor Community Commitment**. The Plan will become part of the resulting Contract as an attachment to Section J.

(m) Organizational Conflicts of Interest (OCI).

The Offeror, including each entity participating in a joint venture, limited liability company (LLC), or teaming agreement thereof as defined in FAR 9.601(1), as well as any critical subcontractor(s), shall provide a fully executed Section K.109, **Organizational Conflicts of Interest Disclosures**, and any necessary statements required by the provision. If the Offeror believes there is an existing or potential Organizational Conflict of Interest (OCI) (not identified per the performance restrictions described in the Section H clause entitled, **Organizational Conflict of Interest Between Hanford Site Contracts**), the Offeror shall submit an appropriate OCI Management Plan with its proposal in accordance with the requirements of the Section H clause entitled, **Organizational Conflict of Interest Management Plan**. If the Department requires additional explanation or interpretation regarding the proposed OCI Management Plan for evaluation purposes, this would be handled as clarifications or communications with Offerors, in accordance with subsections (a) and (b) of FAR 15.306, **Exchanges with Offerors after Receipt of Proposals**. Pursuant to FAR 9.504(e), the Contracting Officer shall award the contract to the apparent successful Offeror unless a conflict of interest is determined to exist that cannot be avoided, neutralized, or mitigated. The resolution of potential or actual conflicts of interest that exist or may arise during contract performance shall be documented as part of the Plan and must be approved by DOE. Pursuant to FAR 9.504, **Organizational and Consultant Conflicts of Interest**, DOE has evaluated the Hanford Mission Essential Services Contract (HMESC) for potential organizational conflicts of interest and has determined that the HMESC PWS scope of work will create an actual organizational conflict of interest between the contractors performing the HMESC PWS and other current and future Hanford contractors. DOE has further determined the OCIs cannot be avoided, neutralized, or mitigated. In submitting its offer, the Offeror agrees to the performance restrictions described in the Section H clause entitled, **Organizational Conflict of Interest Between Hanford Site Contracts**. It will be the responsibility of the Offeror, including subcontractors, to adequately demonstrate compliance within the proposal submission to the OCI requirements and associated performance restrictions. If the Offeror, including subcontractors, are not in compliance at the time of proposal submission, the Offeror shall submit an Organizational Conflict of Interest Management Plan per the instructions of this paragraph (m) demonstrating how the Offeror, including subcontractors, will achieve compliance by the initial Contract NTP scope of work and other current and future Hanford Contractors. DOE has further determined that the OCIs cannot be avoided, neutralized, or mitigated.

(n) Organizational Conflicts of Interest – Affiliate(s).

For purposes of proposal preparation, potential prime contractor agreements with subcontractors, as defined by FAR Subpart 9.601 (2), for any subcontractor that is an affiliate of the prime contractor, as described in the Section H clause entitled, **Organizational Conflict of Interest – Affiliate(s)**, may create an impermissible impaired objectivity OCI. Absent sufficient specific measures to neutralize or avoid the existence of an OCI as demonstrated in an Organizational Conflict of Interest Management Plan per the instructions above in paragraph (m), proposing an affiliate subcontract relationship, as
either a critical or non-critical subcontractor, will disqualify an Offeror, thereby making the Offeror ineligible for award.

(o) To avoid the OCI, DOE has determined that the HMESC and its team members, as defined in FAR 9.6, Contractor Team Arrangements, may not be a performing Contractor on the current major Hanford contracts (Plateau Remediation Contract, Tank Operations Contract, and Waste Treatment Plant) or future Hanford contracts with those work scopes. The “performing contractor” restriction applies to the HMESC and its teaming members’ parents’, affiliates, and subsidiaries. In submitting its offer, the Offeror agrees to the above restriction. (See also Contract Clause H entitled, Organizational Conflict of Interest Between Hanford Site Contracts.)

(n) Equal Opportunity Compliance. The Offeror shall provide all of the information required to perform a pre-award onsite equal opportunity compliance evaluation in accordance with FAR 52.222-24. This information shall include the company name, address, phone number, and point of contact for the Equal Employment Opportunity Commission. This information shall be provided for the Offeror, including each entity participating in a joint venture, LLC, or teaming agreement thereof as defined in FAR 9.601(1), as well as any named subcontractor(s).

(p) Earned Value Management System (EVMS) Documentation. The Offeror shall provide the Earned Value Management System (EVMS) documentation required under Section K provision entitled, Notice of Earned Value Management System.

L.10 DEAR 952.204-73, Facility Clearance (Aug. 2016) Notices

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

Offerors who have either a DoD or a DOE Facility Clearance generally need not resubmit the following foreign ownership information, unless specifically requested to do so. Instead, provide your DOE Facility Clearance code or your DoD assigned CAGE code. If uncertain, consult the office which issued this solicitation.

(a) Use of Certificate Pertaining to Foreign Interests, SF 328.

(1) The Contract work anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the Contractor’s organization and access authorizations (security clearances) for Contractor personnel working with the classified information or special nuclear material. To obtain a Facility Clearance, the Contractor must submit the SF 328, Certificate Pertaining to Foreign Interests, and all required supporting documents to form a complete FOCI Package. The Contractor will submit the FOCI information in the format directed by DOE. When completed, the Contractor must print and sign one copy of the SF 328 and submit it to the CO.
(2) Information submitted by the Offeror in response to the SF 328 will be used solely for the purposes of evaluating FOCI and will be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.

(3) Following submission of a SF 328 and prior to contract award, the Contractor shall immediately submit to the CO written notification of any changes in the extent and nature of FOCI which could affect the Offeror's answers to the questions in SF 328. Following award of a contract, the Contractor must immediately submit to the cognizant security office written notification of any changes in the extent and nature of FOCI, which could affect the Offeror's answers to the questions in SF 328. Notice of changes in ownership or control, which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the US Department of Justice must also be furnished concurrently to the cognizant security office.

(b) Definitions.

(1) Foreign Interest means any of the following:

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

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

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

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

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

(1) A favorable FOCI determination based upon the Contractor's response to the 10 questions in SF 328 and any required, supporting data provided by the Contractor;

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

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

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

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

(6) Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and
(7) Access authorizations for key management personnel who will be determined on a case by case-
 basis, and must possess or be in the process of obtaining access authorizations equivalent to the-
 level of the Facility Clearance.

(d) A Facility Clearance is required prior to the award of a contract requiring access to classified-
 information and the granting of any access authorizations under a contract. Prior to award of a-
 contract, the DOE must determine that award of the contract to the Offeror will not pose an undue-
 risk to the common defense and security as a result of its access to classified information or special-
 nuclear material in the performance of the contract. The CO may require the Offeror to submit such-
 additional information as deemed pertinent to this determination.

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

(f) Except as otherwise authorized in writing by the CO, the provisions of any resulting contract must-
 require that the Contractor insert provisions similar to the foregoing in all subcontracts and purchase-
 orders. Any Subcontractors requiring access authorizations for access to classified information or-
 special nuclear material shall be directed to provide responses to the questions in SF 328, Certificate-
 PERTAINING TO FOREIGN INTERESTS, directly to the prime Contractor or the CO for the prime contract.

Notice to Offerors – Contents Review (Please Review Before Submitting)

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

(1) The SF 328 has been signed and dated by an authorized official of the company.

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

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

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

(5) A summary FOCI data sheet has been included.

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

 and

(a) Volume II entitled, The Technical and Management Proposal, (Volume II), consists of written and
 oral information to allow Offerors to demonstrate their approach and capabilities to perform the
prospective contract. The instructions contained in this and other provisions of the solicitation are provided to assist Offerors in preparing their proposals and are not evaluation factors, however, failure to comply with these instructions may result in a deficient proposal. The Technical and Management Proposal will be evaluated in accordance with the evaluation factors stated in Section M entitled, Evaluation Factors for Award.

(b) In Volume II entitled, Offerors shall address, in the Technical and Management Proposal, Offerors shall address those areas contained in the respective Section L provisions below. Each of these areas corresponds to the evaluation factors contained in Section M of the solicitation.

(c) The Technical and Management Proposal shall comply with the requirements contained in the provision at DOE-L-2001 entitled, Proposal Preparation Instructions, general and other applicable provisions of the solicitation, including any required format and page limitations. Offerors shall be specific and complete in addressing the information required to be included in the Technical and Management Proposal. Offerors shall not simply offer to perform work in accordance with the PWS work statement; rather, Offerors shall provide their specific approach and capabilities to perform the required work. Moreover, Offerors shall not merely restate the work scope and/or other solicitation requirements in its technical and management proposal.

d) The Offeror’s proposal submission, including Volumes II and III, shall include “critical subcontractors” as defined in Section L.8 (a)(2).

e) No cost or price information shall be included in Volume II entitled, the Technical and Management Proposal, unless specifically requested in the solicitation.


Factor 1: Technical Approach (The Technical Approach shall not exceed 100 pages.)

Offerors shall include the following information in the Volume II entitled, Technical and Management Proposal, for the entire PWS for related to the entire performance period of the contract (base and option periods): Offeror’s proposed technical approach:

(a) The Offeror shall provide a detailed its proposed technical approach onto accomplishing the PWS elements specified stated in Table L-4 below this solicitation, with emphasis in the areas of Utilities and Infrastructure, Safeguards and Security, Emergencies and First Responders, Information Technology and Management, Integration, and Interface Management. Sufficient detail shall be included to demonstrate the completeness, feasibility, enable the Government to ascertain the Offeror’s, technical understanding, quality, and effectiveness of the Offeror’s technical approach for the specified PWS elements. Restating the PWS requirements will not adequately demonstrate such understanding.

<table>
<thead>
<tr>
<th>PWS</th>
<th>Detailed Technical Approach</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.4.1.1.4</td>
<td>Electrical Planning</td>
</tr>
<tr>
<td>C.4.1.2.2</td>
<td>Water System Planning</td>
</tr>
<tr>
<td>C.4.1.3.2</td>
<td>Sewer System Planning</td>
</tr>
<tr>
<td>C.4.4.1</td>
<td>Fire and Emergency Response Services</td>
</tr>
<tr>
<td>C.4.6.1.1</td>
<td>Strategic Planning, Governance, Enterprise Architecture, and Program Management</td>
</tr>
<tr>
<td>C.4.6.3.5</td>
<td>Industrial Control Systems/Supervisory Control and Data Acquisition</td>
</tr>
<tr>
<td>C.4.8.2</td>
<td>Conduct of Maintenance</td>
</tr>
</tbody>
</table>
Table L-4. Factor 1, Technical Approach – PWS Elements

<table>
<thead>
<tr>
<th>PWS</th>
<th>Detailed Technical Approach</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.4.12.1 Engineering</td>
<td></td>
</tr>
<tr>
<td>C.4.12.6.1 Program Management and Integration</td>
<td></td>
</tr>
<tr>
<td>C.4.12.6.7 Project Management</td>
<td></td>
</tr>
<tr>
<td>C.4.12.7 Hanford Portfolio Analysis, Project Support and Independent Assessment</td>
<td></td>
</tr>
</tbody>
</table>

(b) For the PWS elements not specified in Table L-4, the Offeror shall describe its proposed technical understanding in sufficient detail to demonstrate the Offeror’s comprehension of the full PWS.

(c) If the Offeror chooses not to apply the out-year cost profile factors for a static scope PWS element, as defined in Section L entitled, Proposal Preparation Instructions, Volume III – Cost and Fee Proposal, subsection (i)(1) and identified in Attachment L-8, Assumptions, tab entitled ‘Static Scope Profiles’, the Offeror shall identify that static scope PWS element and provide the rationale and basis, as well as a detailed technical approach for that static scope PWS element. Sufficient detail shall be included to demonstrate the completeness, feasibility, and effectiveness of the Offeror’s technical approach for the specified static scope PWS element.

(b)(d) The Offeror shall describe its understanding and approach to the following Contractor Human Resource Management activities:

1. Management and administration of pension and benefit plans as described in Section H clause entitled, DOE-2001 Employee Compensation: Pay and Benefits (Oct 2014); and,
2. Management of a large workforce, including Union represented and non-represented labor.

As part of its approach to (1) and (2) above, the Offeror shall provide information that demonstrates its expertise (on staff or contracted personnel); and with regard to (2) above, its understanding of the Service Contract Labor Standards (formerly entitled Service Contract Act), in particular Section 4(c), currently codified at 41 USC Chapter 67, and how it affects a Union represented workforce.

(e) The Offeror shall describe its overall approach to managing Hanford Site Information Technology (IT) in order to achieve shrinking the IT footprint (e.g., closing data centers) and creating a more agile system (e.g., advocates adaptive planning, evolutionary development, early delivery, and continuous improvement, and it encourages rapid and flexible response to change). The Offeror’s approach shall also discuss effectiveness and efficiency and how the Offeror will manage overall IT risk.

(d)(c) Subcontracting Approach and Commitment to Small Business Utilization.

(d)(1) The Offeror shall describe its approach to meet the requirement to subcontract at least 5040 percent of the Total Subcontracted Work Contract Value (exclusive of the maximum value of the IDIQ CLINs) in a timely and effective manner. The Offeror shall also describe its approach to meet the requirement to subcontract at least 25 percent of the Total Contract Value (exclusive of the maximum value under the IDIQ CLINs) to small businesses, including subcontracting of in a timely and effective manner. The Offeror shall identify what scope elements the small businesses are responsible for providing and describe the complexity and variety of the work small businesses are proposed to perform. If the subcontractor(s) is (are) known, Offerors must connect the work to the subcontractor. In addition, the Offeror shall describe its strategy and approach to subcontract meaningful work scope (as defined in Section H clause entitled, Subcontracted Work) that can be performance-based and performed by small business subcontractors. The Offeror shall describe the rationale for the proposed performance of work by the identified
subcontractors, as opposed to the Offeror’s own employees. The Offeror shall describe how each-performing entities’ work will be integrated and managed within the overall work to be-performed.

(2) Exclusive of the requirements of PWS Section C entitled, DOE All Offerors shall provide-information demonstrating the extent of commitment to utilize small business concerns and to-support their development. Information provided shall also include a description of Small Business Procurement Pre-Award Support, the Offeror shall also describe its approach to-supporting the development of small business through outreach, assistance, participation in the-Mentor Protégé Program, counseling, and market research and Small Business identification, and relevant purchasing procedures.

L.13L.12 Proposal Preparation Instructions, Volume II – Key Personnel and Organization

Factor 2: Key Personnel and Organization (The Key Personnel and Organization section shall not exceed 1020 pages, exclusive of resumes and letters of commitment. The key personnel resumes are limited to four [4] pages for each resume and one [1] page for each letter of commitment.)

Offerors shall include the following information in the Volume II entitled - Technical and Management Proposal, related to the proposed key personnel and organization:

(a) Key personnel. The Offeror shall propose two (2) required key personnel and in addition, the Offeror may propose up to five (5) other key personnel essential to the successful performance of the contract. Failure to propose the two (2) required key personnel positions will adversely affect the Government’s evaluation of the proposal and may be considered a deficiency. Key personnel which will be incorporated into the contract through the clause at DOE-H-2070, Key Personnel – Alternate I (Oct 2014) (Revised). Only one (1) individual may be proposed for each key personnel position.

For proposal preparation purposes, the required key personnel positions include:

(3) (1) Program Manager; and

(3)(2) Manager, Safeguards and Security and Emergency and First Responders.

(3) The Chief of Hanford Fire and Chief of Hanford Patrol are also required key personnel positions per the clause at DOE-H-2070, Key Personnel – Alternate I (Oct 2014) (Revised); however, these positions shall not be proposed by the Offeror. These positions are required to be designated by the selected Offeror during the Transition period as part of the Transition Plan, and upon DOE approval of the Transition Plan, these individuals will be designated as Key Personnel.

- Chief of Hanford Patrol; and
- Chief of Hanford Fire.

It is recognized that the number and functions of key personnel will be dependent on the organizational structure of the individual Offeror and the manner in which the Offeror proposes to perform the work. The Offeror shall not provide the names or qualifications of any non-key personnel, except as otherwise specified in other solicitation provisions.

(4) The Offeror shall provide the rationale for the selection of those non-required key personnel positions regarding why they are essential to the successful performance of the contract, relative to the Offeror's approach to the management and execution of the work.
The Offeror shall identify the organization that will employ each of the key personnel during performance of the contract (e.g., Offeror, Offeror affiliates, teaming partners, or critical subcontractors); and the key personnel authority level and the extent to which each key personnel position will have access to corporate resources.

The Offeror shall confirm the availability of the key personnel as being full-time assigned to the contract and physically located on the Hanford Site or within the Tri-Cities and local surrounding areas. Failure of the Offeror to confirm the availability of the key personnel as being full-time assigned to the contract and physically located on the Hanford Site or within the Tri-Cities and local surrounding areas will adversely affect the Government’s evaluation of the proposal and may be considered a deficiency.

Failure to propose the four required key personnel positions will adversely affect the Government’s evaluation of the proposal and may make the proposal ineligible for award.

(b) Resume.

(1) The Offeror shall provide written resumes for all proposed key personnel in the format shown in Attachment L-2. The resume shall describe the key person's education, relevant experience, accomplishments, and other information supporting the individual's qualifications and suitability for the proposed position in relation to the work for which they are proposed to perform and areas of responsibility. The resume shall address the following:

(i) Relevant experience, including on work of similar scope, size, and complexity to that required for the proposed position; similar scope, size, and complexity are defined as follows: scope—type of work; size—dollar value and contract duration; and complexity—performance challenges and leadership roles;

(ii) Record of past success and accomplishments, in performing work similar to the work scope, size, and complexity to be performed in their position;

(iii) Education, specialized training, and certifications, and licenses that support the individual’s qualifications and suitability for the proposed position; and

(iv) At least three (3) references having direct knowledge of the qualifications of the proposed key person.

(2) By submission of each resume, the key person and Offeror authorize DOE to contact any references and previous employers to verify the accuracy of information provided in the resume and to assess each individual's suitability for the proposed position. DOE may contact any or all of the references or past employers and may use available information or sources available to DOE as a part of its evaluation of the key personnel.

(c) Letter of commitment. A letter of commitment shall be submitted for each individual proposed as a key person. Each key person shall sign the letter stating that the information contained in the resume, submitted as part of the proposal, is true and correct; and the individual will unconditionally accept employment in the key position identified in the proposal beginning on the date the Notice to Proceed (NTP) is issued for the 120-day Transition Period of the contract for a period of two (2) years. The Letter of Commitment shall state as follows:
"I hereby certify that the resume submitted as part of the proposal is true and correct, and ____________________ (insert name of individual proposed) will accept the proposed position of ____________________ (insert name of proposed position) if ____________________ (insert name of Offeror) receives the award and will perform in the proposed position for a minimum of two years beginning on the date the Notice to Proceed (NTP) is issued for the 120-day Transition Period of the contract."

I also hereby certify that I will be assigned full-time to the contract and will be physically located on the Hanford Site or within the Tri-Cities and local surrounding areas."

Failure to submit a letter of commitment will adversely affect the Government's evaluation of the proposal.

(d) Oral presentation – key personnel, and oral interview – Program Manager.

(1) Oral presentation – key personnel.

DOE will conduct an oral presentation session with each Offeror’s proposed key personnel team. All of the Offeror’s proposed key personnel shall participate in the oral presentation. Each key person shall be physically present and actively participate during the oral presentation. No substitutions will be allowed to participate in lieu of the named, proposed key personnel. No other personnel representing the Offeror will be allowed to attend. The key personnel, as a group, will be required to complete a problem-solving exercise. The problem-solving exercise will include a technical and/or managerial problem or challenge, representative of the activities to be performed under the contract. The exercise will allow the Offeror to demonstrate its key personnel’s leadership, teamwork, communications, and problem-solving capabilities both individually and as a team. The key personnel team will be allowed time to analyze the problem, prepare a response, and present its response. The same exercise will be given to each Offeror; the exercise will not be provided to Offerors in advance of the oral presentation. Offerors may not present any formal presentation prepared in advance.

(2) Oral interview – Program Manager.

DOE will conduct an oral interview with each Offeror’s proposed Program Manager for the purpose of determining this individual’s qualifications and suitability, including leadership capability for the proposed position.

A question and answer, oral interview format will be used. An identical set of questions will be asked of each Offeror’s Program Manager. Questions will not be provided to Offerors in advance. Offerors may not present any formal presentation prepared in advance. The interview will be conducted during a period of up to 60 minutes.

(3) Logistics.

(i) DOE will provide flip-charts and markers for the Offeror’s key personnel to use during the interview and oral presentation. Presentation materials used will be retained by DOE.

(ii) The Offeror shall not bring into the presentation room presentations, any presentation or reference material including the written proposal or electronic equipment, e.g., computers/laptops, cell phones, cameras, and video or audio recording equipment. The key personnel are prohibited from contacting anyone during the interview and the oral
presentation other than the key personnel who are present.

(ii)(iii) DOE will not respond to any Offeror questions or statements.

(ii)(iv) DOE will make a recording of the interview and the oral presentation, including the Offeror’s preparations for the oral presentation. After award, a copy of the video recording may be provided to the Offeror upon request.

(4) Schedule.

Each Offeror will be notified within 10 working days after the proposal submission deadline of the date, time, location, agenda, and other instructions related to its oral interview and oral presentation. The oral interviews and oral presentations will commence within approximately 30 to 40 working days after the proposal submission deadline. DOE reserves the right to conduct the oral interviews and oral presentations outside of this approximate timeline or to reschedule an Offeror’s interview and oral presentation. DOE will not consider a request from an Offeror to reschedule its oral interview and oral presentation, except under extenuating circumstances (e.g., personal illness or emergency).

(5) Oral presentation and interview agenda.

The following tentative agenda is anticipated to be used for the interview and oral presentation. The agenda shows the various segments of the interview and oral presentation, a brief description for each segment, and the time that will be allowed for each segment. DOE will strictly enforce the time limits. DOE will provide to each Offeror the final agenda when DOE notifies the Offeror of the scheduled date for its interview and oral presentation.

<table>
<thead>
<tr>
<th>Tentative Interview and Oral Presentation Agenda</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Segment</strong></td>
</tr>
<tr>
<td>Government Introductions and Instructions</td>
</tr>
<tr>
<td>Offeror Introductions</td>
</tr>
<tr>
<td>Oral Presentation: DOE Provides Problem Statement to Offeror</td>
</tr>
<tr>
<td>Oral Presentation: Offeror Preparation of Response to Problem Statement</td>
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<tr>
<td>Break</td>
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<tr>
<td>Oral Presentation: Offeror Presentation of Response to DOE</td>
</tr>
<tr>
<td>Break</td>
</tr>
<tr>
<td>Oral Interview: DOE Interview of the Offeror’s Program Manager</td>
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</table>
Limitations of oral interviews and oral presentation. The oral interviews and oral presentation will not-

(i) Constitute a part of the offer (Volume I of the proposal) or be incorporated into the contract resulting from this solicitation;

(ii) Constitute “negotiations” (or “discussions”) as defined in paragraph (d) of FAR 15.306, Exchanges with Offerors, after receipt of proposals or obligate the Government to conduct discussions; nor

(iii) Constitute a “proposal revision” as defined in FAR 15.001, or allow an Offeror to cure deficiencies or weaknesses in, or otherwise revise, the written portion of the proposal.

Organization. Offerors shall include the following information in the Volume II entitled, Technical and Management Proposal, related to the proposed organization:

(1) Organization chart. The Offeror shall provide an organizational chart graphically depicting the major functional areas of the Offeror’s proposed organization that the Offeror considers essential for the management and performance of the work, including contract transition. The Offeror shall show the names of proposed key personnel. The Offeror’s organizational chart shall depict the linkage(s) between the Offeror, including its teaming partners, the parent organization(s), and critical subcontractor(s). The Offeror shall describe the roles, responsibilities, and lines of authority, including lines of authority between the Offeror’s organizational elements or specific individuals (including proposed key personnel), its critical subcontractors and any other performing entities, as applicable. The number of organization levels (e.g., working and reporting lines, divisional relationships, management layers, chain of command) depicted on the Offeror’s organization chart must align with, and correlate to, the information provided by the Offeror in response to paragraphs (2) and (3) below.

(2) Rationale for organizational structure. The Offeror shall describe the rationale for the proposed organizational structure in relation to the PWS work to be performed and how the organizational structure will contribute to the successful accomplishment of the work in accordance with the proposed technical approach and understanding. The Offeror shall describe the rationale for how the organizational structure correlates to the PWS, the PWS work breakdown structure (WBS), and the Offeror’s approach to execute the work. If critical subcontractors or other performing entities are proposed, address how their performance of work by subcontractors will be integrated with the Offeror’s own employees’ organizational structure.

(3) Roles, responsibilities, and lines of authority. The Offeror shall describe the roles, responsibilities, and lines of authority for the major functional areas identified on the organizational chart, including lines of authority between the Offeror’s organizational elements or specific individuals (including proposed key personnel), as applicable, and its critical subcontractors and any other performing entities. The roles, responsibilities, and lines of authority shall address all PWS elements.

(4) Communication and interface. The Offeror shall describe its approach to communication and interface with internal organizations, critical subcontractors and other performing entities, and outside entities, including DOE, other DOE Contractors and subcontractors, regulatory agencies, state and local Governments, the public, and other entities.

(5) Offeror entity. If the Offeror is an LLC, joint venture or other similar entity, it shall describe how it will operate its multi-member and/or shared ownership. The Offeror’s multi-member and/or shared ownership shall include one entity with an ownership interest of at least 51%, and shall identify the name of that one entity. The Offeror shall further describe precisely who will employ-
the Offeror’s workforce, e.g., Offeror, parent, or team member companies, and how that workforce will be managed.

(6) Corporate Governance. The Offeror shall describe its corporate governance approach to provide oversight of the Offeror’s performance of the contract and help ensure successful performance of the contract. The Offeror shall describe how performance will be monitored and issues resolved, including visibility and communication with DOE. The Offeror shall describe how governance and resolution of issues will be handled when multi-member, shared ownership entities are involved. The Offeror shall provide an organizational chart depicting the linkage(s) between the Offeror and the parent organization(s).

(f) Workforce recruitment and retention. The Offeror shall describe its approach for ensuring that an adequate workforce is available with the appropriate skills and qualifications necessary to safely and effectively accomplish the work over the term of the contract. The proposal shall address the following:

(1) The Offeror’s approaches to recruit, train, and maintain its workforce, including interim fluctuations in workload. The Offeror shall discuss the impacts to productivity during transition and throughout the contract period associated with any ramp up or ramp down of employment.

(2) The source of personnel—Offeror’s existing employees, subcontractors’ existing employees, current incumbent employees, new hires, and/or other sources (corporate reach back).


Factor 3: Past Performance Experience (The Past Performance Experience section shall be limited to the Attachment L-3, Past Performance and Experience Reference Information Forms, which are limited up to seven [7] pages per contract; and the completed Attachment L-5, List of Contracts Terminated for Default or Convenience, which shall both be submitted under the Attachment L-9, List of DOE Contracts, and Past Performance Consent Statement(s), which have no page limits. Factor in Volume II).

Offerors shall include the following information in the Volume II entitled: Technical and Management Proposal (on the Attachment L-3, Past Performance and Experience Reference Information Forms; and Attachment L-5, List of Contracts Terminated for Default or Convenience; Attachment L-9, List of DOE Contracts; and Past Performance Consent Statement(s) Matrix identified above) related to the Offeror’s past performance experience:

(a) Offeror past performance experience. The Offeror, to include all members of a teaming arrangement, as defined by FAR 9.601(1), shall provide information on contracts that are most relevant to the PWS that are currently being performed and/or for contracts that were completed within the last five (5) years from the original solicitation issuance date. Similar scope, size, and complexity are defined as follows:

- **Scope** — type of work (e.g., work as identified in the PWS);
- **Size** — dollar value (including total value and approximate average annual value) and contract period of performance; and
- **Complexity** — performance challenges (e.g., rigorous safety and quality assurance requirements, providing support into a complex nuclear and regulatory
environment, management and integration as a prime contractor at a large Government site with multiple Government Contractors, management of a multi-disciplined workforce that includes unions performing various aspects of a contract, volatile Government priorities and technical requirements, budget fluctuations, and integration and coordination with stakeholders).

(b) Critical subcontractor past performance experience. In addition to the Offeror’s information on recent and relevant past performance experience, the Offeror shall provide information on describe the recent and, relevant past performance for all experience of any proposed critical subcontractors that are proposed to perform work under the contract. Critical subcontractors are defined in section Section L.8 (a)(2). The Offeror’s other subcontractor(s), not meeting the critical subcontractor definition, shall not submit past performance experience information and any submitted information will not be evaluated. The Offeror shall provide information describe the relevant experience on contracts that are most similar in scope, size, and complexity, as defined above in paragraph (a), to that portion of the work that the critical subcontractor is proposed to perform under this solicitation. Information shall be provided for contracts that are currently being performed and/or were completed within the last five (5) years from the original solicitation issuance date.

(c) Newly formed entity and predecessor companies. Pursuant to the requirements of Section H clause entitled, DOE-H-2015 Separate Corporate Entity (Oct 2014), the Offeror shall be a separate corporate entity established solely to perform this Contract. The Offeror, and any critical subcontractors that are established as separate corporate entities solely to perform this Contract, may provide past performance information for its parent organization(s), member organizations in a joint venture, LLC, or other similar or affiliated companies provided the Offeror’s proposal demonstrates that the resources of the parent, member, or affiliated company will be provided or relied upon in contract performance such that the parent, member, or affiliate will have meaningful involvement in contract performance. Meaningful involvement means the parent, member or affiliate will provide material, supplies, equipment, personnel or other tangible assets to contract performance; or how the common parent will utilize the expertise, best practices, lessons-learned or similar resources from the affiliate to affect the performance of the offeror. If a common parent company is used to establish the nexus between the Offeror and an affiliated company, the Offeror must demonstrate how the affiliate and Offeror rely on, for example, similar assets, resources, policies, and procedures of the common parent company.

The Offeror or critical subcontractors may also provide past performance information on predecessor companies that existed prior to any mergers or acquisitions, where the Offeror’s proposal demonstrates such performance reasonably can be predictive of the Offeror’s performance.

(d) Newly formed entity and predecessor companies. If the Offeror is a newly formed entity with no experience for its team members as defined in FAR 9.601(1), the Offeror shall provide relevant experience for its parent organization(s). The Offeror, whether or not they are a newly formed entity, may also provide relevant experience resulting from mergers or acquisitions and may also provide relevant experience on predecessor companies.

Work to be performed. The past performance information provided for the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and/or all critical subcontractors, shall describe its relevancy to the proposed acquisition and to the work that is proposed to be performed by that individual entity. Specific cross references shall be made between the applicable sections of the PWS, the work to be performed by each entity, and the past performance experience of that entity, performing such work. Each discrete contract provided must be attributed to a specific entity, or team member of a teaming arrangement as defined in FAR-9.601(1). All information provided by the Offeror shall be described in sufficient detail to enable the Government to clearly
identify and define the portion of work to be performed by each entity (Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and critical subcontractors) under the Offeror’s proposed approach. The Offeror shall complete the Work Performance Matrix (Attachment L-7) for the prime Offeror (to include all members of a teaming arrangement, as defined in FAR 9.601(1)) and each critical subcontractor with the percentage of work that each will perform in each PWS area. The Offeror shall also ensure the information provided is consistent with the Attachment L-3, Past Performance and Experience Reference Information Form.

(e) Contracts information. The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), shall provide past performance the relevant experience information as requested in this provision on up to three (3) contracts per member, either currently being performed or completed by the Offeror/members, and up to two (2) contracts, either currently being performed or completed for each proposed critical subcontractor(s). The three contracts, either currently being performed or completed for each proposed critical subcontractor, shall demonstrate that the Offeror, its team members, and its critical subcontractors, have performed similar work to that described in the PWS either currently and/or for contracts that were completed within the last three years from the original solicitation issuance date. The Offeror shall describe the extent of experience related to the PWS technical activities by completion of Attachment L-3, Past Performance and Experience Reference Information Form, indicating who on the Offeror’s team is proposed to perform each PWS area, and provide discrete information concerning the experience relatable to that entity’s (Offeror, critical subcontractor(s), and/or teaming members) proposed role. The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and/or critical subcontractors, shall only provide contract relevant experience information for contracts that are currently being performed and/or for contracts that were completed within the last three years from the original solicitation issuance date.

(1) Contracts may be, but are not limited to, contracts, task orders, delivery orders, or other legal agreements with federal, state, local, and foreign Governments and/or with commercial customers.

(2) Sufficient information shall be provided to enable the Government to clearly identify the portion of work to be performed by each entity (Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and critical subcontractors) under the Offeror’s proposed approach.

L.15–DOE-L-2010 Proposal Preparation Instructions, Volume II—Past Performance

(Oct. 2015)

Factor 4: Past Performance (The Past Performance section shall be limited to the Attachment L-3, Past Performance and Experience Reference Information Forms, which are limited up to seven pages per contract; the Attachment L-5, List of Contracts Terminated for Default or Convenience, the Attachment L-6, List of DOE Contracts, the completed Attachment L-7, Work Performance Matrix, and Past Performance Consent Statement(s), which have no page limits. Only one completed Attachment L-3, Past Performance and Experience Reference Information Form shall be submitted for each contract to support both the Experience and Past Performance factors. The completed L-3 forms, L-5, L-6, L-7, and Past Performance Consent Statement(s) shall be organized under the Past Performance Factor in Volume II for proposal submission purposes.)

Offerors shall include the following information in the Volume II—Technical and Management Proposal, on the Attachment L-3, Past Performance and Experience Reference Information Form, Attachment L-5, List of Contracts Terminated for Default or Convenience, Attachment L-6, List of DOE Contracts and
Attachment L-7, Work Performance Matrix, and Past Performance Consent Statement(s), identified above) related to the Offeror’s past performance:

(a) Offeror past performance. The Offeror, to include all members of a teaming arrangement, as defined by FAR 9.601(1), shall provide information on contracts that are most similar in terms of scope, size, and complexity to the solicited work that are currently being performed and/or for contracts that were completed within the last three years from the original solicitation issuance date. Similar scope, size, and complexity are defined as follows: scope—type of work (e.g., work as identified in the PWS); size—dollar value (including total value and approximate average annual value) and contract period of performance; and complexity—performance challenges (e.g., rigorous safety and quality assurance requirements, providing support to a complex nuclear and regulatory environment, management and integration as a prime contractor at a large Government site with multiple Government Contractors, management of a multi-disciplined workforce that includes unions performing various aspects of a contract, volatile Government priorities and technical requirements, budget fluctuations, and integration and coordination with stakeholders).

(b) Critical subcontractor past performance. In addition to the Offeror’s information on relevant past performance, the Offeror shall provide information on the relevant past performance for any proposed critical subcontractors that are proposed to perform work under the contract. Critical subcontractors are defined in section L.8 (a)(2). The Offeror’s other subcontractor(s), not meeting the critical subcontractor definition, shall not submit past performance information and any submitted information will not be evaluated. The Offeror shall provide information on contracts that are most similar in scope, size, and complexity, as defined above in paragraph (a), to that portion of the work that the critical subcontractor is proposed to be performed under this solicitation. The contracts submitted shall be currently being performed and/or were completed within the last three years from the original solicitation issuance date.

(c) Newly formed entity and predecessor companies. If the Offeror is a newly formed entity with no record of past performance for its team members as defined in FAR 9.601(1), the Offeror shall provide past performance information for its parent organization(s). The Offeror, whether or not they are a newly formed entity, may also provide past performance information on resulting from mergers or acquisitions and may also provide past performance information on predecessor companies.

(d) Work to be performed. The past performance information provided for the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and/or critical subcontractors, shall describe its relevancy to the proposed acquisition and to the work that is proposed to be performed by that individual entity. Specific cross references shall be made between the applicable sections of the PWS, the work to be performed by each entity, and the past performance of that entity. Each discrete contract provided must be attributed to a specific entity, or team members as defined in FAR 9.601(1). All information provided by the Offeror shall be described in sufficient detail to enable the Government to clearly identify and define the portion of work to be performed by each entity (Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and critical subcontractors) under the Offeror’s proposed approach. The Offeror shall complete Attachment L-7, Work Performance Matrix for the prime Offeror (to include all members of a teaming arrangement, as defined in FAR 9.601(1)) and each critical subcontractor with the percentage of work that each will perform in each PWS area. The Offeror shall also ensure the information provided is consistent with the Attachment L-3, Past Performance and Experience Reference Information Form.

(e) Contracts information. The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), shall provide past performance information on up to three contracts per member, either currently being performed or completed by the Offeror/members, and up to three contracts, either
currently being performed or completed for each proposed critical subcontractor(s). The Offeror shall only provide past performance information for contracts that are currently being performed and/or for contracts that were completed within the last five (5)three years from the original solicitation issuance date.

(1) Contracts may be, but are not limited to, contracts, task orders, delivery orders, or other legal agreements with federal, state, local, and foreign Governments and/or with commercial customers.

(2) Performance information. The Offeror shall identify performance challenges and provide information on problems encountered in the performance of the reference contract and actions initiated to address these matters, and the effect the actions taken had on the performance of the contract. Examples of problems that may be addressed, as appropriate, include, but are not limited to, serious injuries or fatalities, regulatory violations resulting from environmental non--compliance, late deliveries, and cost overruns. In addition, the Offeror may describe any recognized accomplishments the Offeror has received on the reference contract. For the reference contract, the Offeror shall also identify Occupational Safety and Health Administration safety statistics (e.g., Days Away, Restricted, or Transferred cases and Total Recordable Cases), as well as any DOE enforcement actions, and/or worker safety and health, nuclear safety, and/or classified information security incidents or notifications posted to the DOE Office of Enterprise Assessments website (https://energy.gov/ea/information-center/enforcement-infocenter), and along with any corrective actions taken to resolve those problems. The Offeror shall include this information within the Past Performance and Experience Reference Information Form.

(f) Terminated contracts. The Offeror shall provide a listing in Attachment L-5, List of Contracts Terminated for Default or Convenience, of any contracts of the Offeror, to include all members of a teaming arrangement, as defined by FAR 9.601(1), and/or critical subcontractors that were terminated, including the reasons therefore, within the past five (5)three years from the original solicitation issuance date. This listing of terminated contracts is not limited to only those contracts contained in the Attachment L-3, Past Performance and Experience Reference Information Forms. If there are no terminated contracts to report, Attachment L-5, List of Contracts Terminated for Default or Convenience, shall be submitted with a blank table, along with a note indicating that there are no terminated contracts within the time period specified in the solicitation.

(g) Past Performance Questionnaire. The Offeror shall provide Attachment L-4, the Past Performance Questionnaire, contained in Attachment L-4 to the appropriate contract client reference within the Program Office/Project Office and/or the Contracting Office for completion for those contracts described in paragraph (e) that have for which no contractor performance data is available in the Past Performance Information Retrieval System (PPIRS). The Offeror shall request that clients return the Past Performance Questionnaire directly to DOE by mail or electronic means to the address identified below no later than two (2) weeks prior to the date for receipt of proposals.

(1) DOE address and contact information.

U S. Department of Energy
Attention: Lori Sehlhorst, Contracting Officer, EMCBC
Address: 250 E. 5 th Street, Suite 500
City/State/Zip: Cincinnati, OH 45202
E-mail: lori.sehlhorst@emcbc.doe.govlori.sehlhorst@emebc.doe.gov
Phone: (513) 744-0989
(2) Envelopes shall be marked as follows:

TO BE OPENED BY ADDRESSEE ONLY  
RFP No. 89303318REM000007

(3) The Offeror shall be responsible for following up with the client point of contact to ensure that the questionnaire has been completed and returned to the DOE COContracting Officer on time. However, receipt of the questionnaires is not subject to the Section L Provision, “52.215-1, Instructions to Offerors – Competitive Acquisition,” related to late proposals. Questionnaires not received by the proposal due date may not be considered if consideration will unduly delay evaluations. The Offeror may contact the COContracting Officer at the e-mail provided in this solicitation to confirm the receipt of any questionnaires.

(h) Sources of past performance information/close at hand information. The Government may contact any or all of the references provided in the Past Performance and Experience Reference Information Form. The Government may also obtain past performance information from sources other than those provided by the Offeror. This may include, but not be limited to, commercial and Government clients, Government records, regulatory agencies, and Government databases such as the Government’s Past Performance Information Retrieval System (PPIRS). The Government may also consider “close at hand” information (i.e., information relating to the same or similar services with the same procuring activity, or information personally known to the evaluators). The Government will only consider information for work determined to be at least somewhat relevant to the acquisition in terms of similar scope, size, and complexity, as defined above in paragraph (a), and within the timeframe specified, as defined above in paragraph (e).

(i) List of DOE contracts. The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), shall provide a listing on Attachment L-96, List of DOE Contracts, of all DOE prime contracts (including National Nuclear Security Administration) currently being performed and/or for contracts that were completed within the last five (5) years from the original solicitation issuance date. This includes contracts for which the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), or critical subcontractor was a member organization in a joint venture, LLC, or other similar entity as a prime contractor to DOE. If the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), or critical subcontractors provide past performance information on predecessor companies that existed prior to any mergers or acquisitions, the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), or critical subcontractor shall also provide a list of DOE contracts for the predecessor companies.

(j) Past Performance Consent Statement. As past performance information is proprietary source selection information, by default, the Government can only discuss past performance information directly with the prospective prime contractor, team member or critical subcontractor that is being reviewed. If there is a problem with a proposed critical subcontractor’s or team member’s past performance, the prospective prime contractor can be notified of a problem, but no details will be discussed without the team member’s permission. Therefore, the Government is requesting the following consent statement be completed, as applicable, by all proposed members of a teaming arrangement as defined in FAR 9.601(1), and all critical subcontractors, by checking the appropriate “provide consent” or “do not provide consent” box, as well as providing all other requested information.

Dear (Contracting Officer),

We are currently participating as a [teaming member/critical subcontractor] with [name of Offeror providing proposal] in responding to the Department of Energy, Solicitation No. 89303318REM000007 for the Hanford Mission Essential Services Contract.
In order to facilitate the performance confidence assessment process we hereby [ ] provide consent [ ] do not provide consent to allow you to discuss our past and present performance information with the [name of Offeror providing proposal] during the source selection process.

________________________________________

(Signature and Title of individual who has the authority to sign for and legally bind the company)

Company Name:

Address:

Email:

Phone:

Company Name:

Address:

Email:

Phone:

Proposal Preparation Instructions, Volume III — Cost and Fee Proposal

General — Offerors shall propose cost and fee by providing a completed Section B. The Offeror shall submit a completed Section B in Volume I — Offer and Other Documents, by completing the fill-ins located in Section B, Supplies or Services and Prices/Costs, Table B-2, Contract Cost and Fee; B-3, Total Estimated Contract Cost and Fee by Period of Performance.

The Offeror shall ensure the completed Section B, Volume I Offer and Other Documents, submission is consistent with Section L; B-4a, Total Base Period of Performance Contract Cost and Fee by Fiscal Year; B-4b, Total Option 1 Contract Cost and Fee by Fiscal Year; and B-4c, Total Option 2 Contract Cost and Fee by Fiscal Year, in accordance with Attachment L-6 entitled, Cost Summary Proposal Worksheets, in accordance with and the instructions in this provision. (Critical subcontractors are not required to complete Section B or the corresponding B Table).

In accordance with FAR 15.403-1 entitled, Prohibition on Obtaining Certified Cost or Pricing Data, certified cost or pricing data are not required of Offerors responding to this solicitation; however, in accordance with FAR 15.403-3 entitled, Requiring Data Other Than Certified Cost or Pricing Data, Offerors shall provide data other than certified cost or pricing data, in support of its proposed cost or pricing data, in support of its proposed cost and fee in the format specified in the instructions in paragraphs L.146 (a) through (e) below.

Offerors are required to submit documentation and information adequate for the CO explanations sufficient enough to evaluate the allow the Source Evaluation Board (SEB) to perform cost realism/reasonableness of the, price reasonableness and/or determine cost realism...
in determining whether to ensure the Offeror has a clear understanding of the solicitation requirements. The burden of proof for substantiating the reasonableness/realism and credibility of proposed costs/prices rest with the Offeror. FAR Part 31, Contract Cost Principles and Procedures, is the basis for determining allowability and allocability of costs. Submission by the Offeror of unrealistically low or high proposed costs or price, initially or subsequent to proposal submission, may adversely affect the evaluation of the proposal.

If, after receipt of proposals, the CO determines that there is insufficient information available to determine whether the cost or price is reasonable and realistic, and none of the exceptions set forth in FAR 15.403-1, Prohibition of Obtaining Certified Cost or Pricing Data, apply, the CO may require the Offeror to submit certified cost or pricing data.

Instructions: Cost and Fee Proposal

The Offeror shall prepare its cost proposal in accordance with the following instructions in sub-paragraphs L.1416 (a) through (sq) below:

(a) CostAll cost and fee information shall be included in Volume III, Cost and Fee Proposal, of the proposal only. None of the information contained in Volume III shall be included in any other proposal volumes unless specifically requested in the solicitation.

(b) TheAll pages in the Volume III, Cost and Fee Proposal, including forms, tables, and exhibits shall be numbered and identified in a volume table of contents. Proposal filesThe cost proposal shall be organized and submitted in native file format sufficiently complete so that cross-referencing to other proposal volumes is not necessary. There is no page limitation on Volume III, the cost proposal.

(c) Proposed costs shall be summarized at the level identified in Section J, Attachment J-17, ‘Att. J-17e, HMESC PWS X-Walk’ tab, in column C titled “Proposal WBS” and column D titled “Proposal WBS Description”.

(d) The Offeror shall utilize the binding assumptions (e.g., volume and scope assumptions along with collective bargaining agreements and Government Furnished Costs [GFC]) included within the Section L, Attachment L-8, ‘Assumptions’ tab, Government Furnished Costs (GFC) included within Section L, Attachment L-6, ‘Government Furnished Cost’ tab, and the assumptions contained within the cost instructions, Cost Assumptions Table, when preparing their cost proposal.

(e) For proposal preparation purposes, the Offeror shall assume a 120 day Contract Transition period, with a Transition start date of February 1, 2019. Offerors shall assume full responsibility for the performance of the contract requirements on June 1, 2019. Proposed costs shall be on a Government fiscal year basis. The Transition period shall include the proposed costs for fiscal year (FY) 2019 from February 1 to May 31, 2019. The period of performance including all options extends through January 31, 2029. The Offeror shall propose costs for each contract period of performance by FY and, in total, corresponding to the costs for performing the PWS.

(f) Proposed Cost and Fee The Offeror shall provide the proposed cost and fee amounts, if applicable, for their Section -B, Supplies or Services and Prices/Costs, Table B-2, Total Estimated Contract Cost and Fee by Period of Performance, located in Attachment L-6, consistent with the Volume III, Cost and Fee Proposal, in Section L, Attachment L-7 entitled, Cost Summary Worksheets, proposal and in accordance with the following notes:
• CLIN 0001 – Contract Transition: This CLIN covers the costs associated with the work scope defined in Section C.1. The Offeror shall propose its technical approach and related costs for the performance of the PWS. The transition period is a non-fee bearing activity.

• CLINs 0002, 1002, 2002 – Hanford Site Benefit Plans: These CLINs cover the costs associated with the Responsibilities for Sponsorship, Management and Administration of Contractor Employee Pension and Other Benefit Plans as defined in Section C.2. Direct Labor costs related to performing the Management and Administration functions are to be charged to the Business Administration scope within the Infrastructure and Site Services CLINs (see CLINs 0004, 1004, 2004 CLINs (under Note 4 below). The Hanford Site Benefit Plan non-labor activity is a non-fee bearing activity. The solicitation provides the project cost for each GFY identified in Section L, the Attachment L-6, ‘7, Government Furnished Cost’ tab.

• CLINs 0003, 1003, 2003 – Legacy Benefit Plans and Legacy Workers’ Compensation: These CLINs cover the non-labor related costs associated with the Responsibilities for Legacy Sponsorship, Management and Administration of Legacy Benefit Plans: Pension and Post-Retirement Benefit Plans, and Legacy Workers’ Compensation, as defined in Section C.3. Direct Labor costs related to performing the Management and Administration functions are to be charged to the Business Administration scope within the Infrastructure and Site Services CLINs (under Note 4 below). The Legacy Benefit Plan non-labor activity is a non-fee bearing activity. The solicitation provides the project cost for each GFY identified in Section L, the Attachment L-6, ‘7, Government Furnished Cost’ tab.

• CLINs 0004, 1004, and 2004 – Infrastructure and Site Services: These CLINs cover the costs and fee associated with the work scope defined in Section C.4. A portion of the C.4 work scope includes Usage Based Services (UBS). UBS are services provided in accordance with the Section H clause entitled Hanford Site Services and Interface Requirements Matrix, Section J Attachment entitled, Hanford Site Services and Interface Requirements Matrix, and PWS, Section C entitled, Usage-Based Services to Be Provided to Other Hanford Contractors. Section J, Attachment J-3.a or J-3.b, and in accordance with the PWS, Section C.6.

The unique nature of this solicitation accumulates work in three (3) different charging activities (direct, self-consumed UBS Direct/Ready to Serve [RTS], Self-Consumed, and Other Hanford Contractors [OHC] UBS). In order to facilitate and streamline proposal preparation, placing cost and fee within the applicable charging activities, the Offeror shall propose the all costs for the entire PWS scope of work contained within the PWS, Section C.4. Once the proposed costs are computed, the Offeror shall use the allocation percentages, as indicated in the allocation worksheet in Section L, Attachment L-7, ‘6, Allocation Spreadsheet’, tab, as well as the additional information in i, ii, and iii, below to compute the cost and fee for completion of Section B.

An electronic copy of Section B, Table B-2 is located in the Table B-2 tab for use in the Offerors proposal. Detailed instructions for filling out the allocation spreadsheet and electronic B-2 table are included in this provision in (h), Cost Worksheet Instructions.

i. Direct RTS – The Offeror shall not propose an award fee exceeding 86.5 percent.

ii. Self-Consumed UBS – The Offeror shall not propose an award fee exceeding 86.5 percent.

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iii. OHC UBS – The costs and fee shall be transferred to CLINs 0006, 1006, and 2006 and the Offeror shall not propose an award fee exceeding 85 percent. (see item 6 below).

Detailed instructions for completing the allocation spreadsheet and applicable Section B tables for proposing under these CLINs are included in this provision in paragraph (j), Cost Worksheet Instructions.

- CLINs 0005, 1005, 2005 – DOE Small Business Procurement Pre-Award Support: These CLINs cover the costs and fee associated with identifying meaningful work to be awarded to small businesses as prime contracts to DOE, including a Small Business Prime Contract Acquisition Plan as defined in Section C.5. The Offeror shall not propose an award fee that exceeds 86.5 percent of the estimated CLIN cost.

- CLINs 0006, 1006, 2006 – UBS to Be Provided to OHCs: These CLINs cover the OHC requested UBS to be provided by the Contractor through service level agreements via a Service Level Agreement type of arrangement and may include mandatory and optional services in accordance with the Section H clause entitled, Hanford Site Services and Interface Requirements Matrix, Section J, Attachment J-33a or J-3b, and in accordance with Section C. The proposed cost for these services shall be estimated under CLINs 0004, 1004, and 2004. However, for the purpose of completing Section B, Table B-2, the Offeror shall deduct this cost from CLINs 0004, 1004, and 2004 and include it instead in CLINs 0006, 1006, and 2006 and must be deducted according to the allocation percentages provided in the Section L, Attachment L-7, ‘6, Allocation Spreadsheet’ tab, and added to CLINs 0006, 1006, 2006. The Offeror shall not propose an award fee that exceeds 85 percent of the estimated CLIN cost (Offerors shall follow the additional instructions found in (jh) Cost Worksheet Instructions, below for proposing under these CLINs).

(7) CLINs 0007, 1007, 2007 – Infrastructure Reliability Projects: Under these CLINs, the Government may issue task orders under the contract type(s) the Government determines appropriate, including Fixed-Price (FP) or Time and Materials (T&M), depending on the nature of the requirement for the delivery of work. The amounts shown in Table B-2 for the IDIQ CLINs are collectively consistent with the IDIQ maximum value of $385 million. The solicitation provides the project cost for each GFY identified in the Attachment L-7, ‘Government Furnished Cost’, tab.

- CLINs 0008, 1008 and 2008 – DOE Small Business Procurement Post-Award Support and Additional Assignments in accordance with PWS: Under the IDIQ CLINs, the Government may issue task orders under the contract type(s) the Government determines appropriate, including FP or T&M, depending on the nature of the requirement for the delivery of work. Price, costs, and/or fee are to be determined as task orders are issued. The estimated collectively consistent with the IDIQ maximum value for these CLINs ($385,000,000) has been prepopulated and is to be included in the Total Contract Value of $15 million. The solicitation provides the project cost for each GFY identified in the Attachment L-7, ‘Government Furnished Cost’, tab.

- CLINs 0008, 1008, 2008 – DOE Small Business Procurement Post-Award Support and Other Directed Work Scope in accordance with PWS: Under these IDIQ CLINs, the Government may issue task orders under the contract type(s) the Government determines appropriate, depending on the nature of the requirement for the delivery of work. Price, costs, and/or fee are to be
determined as task orders are issued. The estimated maximum value for these CLINs ($225,000,000) has been prepopulated and is to be included in the Total Contract Value.

(g) Offeror and Critical Subcontractor(s) – The Offeror’s cost proposal shall identify the scope and proposed costs for the Offeror and for each critical subcontractor over the total contract period of performance, including option periods. The Offeror and, if applicable, critical subcontractor(s) are required to provide fully supported cost proposal detail as required in L.14 (h) through (s). This detail shall reconcile in all respects to the Offeror’s proposed costs and shall align with the Offeror’s Volume II, Technical and Management Proposal. Critical subcontractor(s) may submit sealed envelopes, to the CO, in addition to the password protected files that are uploaded by the prime Offeror in FedConnect with proprietary data containing a separate set of cost worksheets (Section L, Attachments L-6a, Critical Subcontractor Cost Detail Worksheets, and L-7a, Critical Subcontractor Cost Summary Worksheets) and other data as required in L.14 (h) through (s) with its proposal by the proposal due date.

(f)(h) Basis of Estimate (BOE) – The Offeror and critical subcontractors, including each team member and Critical Subcontractor (as defined in Section L.8[a][e][2]), shall provide Volume III narrative support sufficient to explain the development of costs/prices proposed; the rationale and basis for the data provided; and the basis for the reasonableness of the proposed costs/prices. The Offeror and critical subcontractors shall provide BOEs which a BOE thoroughly document all estimates and align consistent with the Offeror’s Volume II, Technical and Management Proposal. Attachment L-6 is provided at the same level for all PWS requirements for estimating consistencies. The Offeror and, if applicable, critical subcontractors shall complete the work requirements and provide BOEs at the lowest Proposal Work Breakdown Structure proposal WBS as indicated in Section J, Attachment J-17, ‘Att. J-17h Basis of Estimate’ tab Attachment L-6. The Proposal WBSs at lower levels than the PWS shall roll up at the higher level with the same proposed cost and fee due to no additional work scope.

The detailed BOE narrative description shall provide, at a minimum, the Offeror’s documentation of the following information at a minimum:

(0)(1) Detailed description of proposed technical approach to allow a complete understanding of how the Offeror plans to complete the PWS in its entirety, as well as how the resources were estimated in order to implement the technical approach. If resources proposed significantly differ on a year over year basis, the Offeror shall explain why such a variance is occurring;

(0)(2) Description of the estimating method, estimating rationale, the estimating and process and detailed assumptions, including all major assumptions (both DOE-provided and Offeror/critical subcontractor-specific) that were used to prepare the estimate;

(0)(3) Source(s) of estimate information such as parameters, values, model approach, and model calibration (where parametric estimates were used);

(0)(4) Description of how the labor resource code, category and manual and non-manual labor hours, including any productivity factors, were determined;

(0)(5) The names and work scope associated with all subcontractors and critical subcontractor costs. The Offeror and critical subcontractor shall provide an explanation as to how the costs were developed; and
(i)(6) Other any other related information that provides clarity and facilitates understanding of the Offeror’s and critical subcontractor’s proposed cost/price BOE.

The Offeror and critical subcontractor may propose the following allowances or factors as part of its proposal if consistent with the Offeror’s and critical subcontractor’s estimating practices and supportable: small tools; fuel, oil, gas, and maintenance; personal protective equipment; office supplies; and consumables. For any proposed allowances or factors, the Offeror and critical subcontractor shall submit information and support for the use of any estimating allowances or factors in order to thoroughly provide the thorough basis and a clear understanding for the proposed pricing.

The BOE shall be a standalone document within Volume III, Cost and Fee Proposal, separate from the estimate calculations. The applicable PWS title should be included at the top of every page of each respective BOE.

(2)(i) Offeror Proposed Cost – The Offeror shall complete the cost proposal worksheets within Section L, Attachment L-6, Cost Proposal Worksheets, and Section L, Attachment L-7, Consolidated Direct Cost Summary Worksheets, to the level of detail indicated in the attachments as well as related instructions within this provision under paragraph (j) Cost Worksheet Instructions. The same applies to critical subcontractors; however, critical subcontractors shall complete cost proposal worksheets Section L, Attachment L-6a, Critical Subcontractor Cost Detail Worksheets, and Section L, Attachment L-7a, Critical Subcontractor Cost Summary Worksheets, Cost Worksheet Instructions.

(1) DOE has provided Offerors a list of static scope PWS elements (these are typically non-variable) as well as Government provided out-year cost profiles for the static scope by PWS and Proposal WBS within the Section L, Attachment L-8, Static Scope Profiles’ tab. The Offeror shall develop a base year cost (See “Direct Cost Base Year” instructions under the Estimating Flat File within Section (j)(1)(iii) of these instructions) and may apply the Government provided out-year cost profile contained in the H MESC Static Scope Profiles by PWS table for development of their cost proposal for each static scope PWS element. If the Offeror applies the Government provided out-year cost profile, no additional supporting documentation within Volume III entitled, Cost and Fee Proposal, will be required to support out-year costs. If the Offeror chooses not to apply the Government provided out-year cost profile(s), then the Offeror shall provide an activity based estimate for each static scope PWS element by Government FY, including the rationale, BOE, and other required supporting documentation in accordance with this L.14 provision.

(2) For the other PWS elements (non-static work), the Offeror and critical subcontractors shall provide an activity based estimate and the required supporting documentation in accordance with the L.14 (h) through (s) provisions.

(1) Offeror (e.g., Joint Venture/Teaming Partners) and Critical Subcontractors: The Offeror’s cost proposal shall identify the scope and proposed costs for the Offeror and Critical Subcontractors over the total contract period of performance, including option periods. All entities as defined in this paragraph are required to provide fully supported cost proposal detail as required in Section L.16 (f) through (q). This detail shall be fully reconcilable to the Offeror’s proposed costs and shall be consistent with the Offeror’s technical proposal. It is acceptable for the entities, as defined in this paragraph, to submit sealed envelopes in addition to the password protected files that are uploaded by the prime Offeror in FedConnect with proprietary data containing a separate set of
cost worksheets, Attachments L-6 and L-7, and other data as required in Section L.16 (f) through (q) with its proposal by the proposal due date.

(2) If the Offeror proposes quantities and assumptions other than the provided quantities and associated assumptions in Attachment L-8, the Offeror shall provide the rationale and BOE for its proposed quantities.

(1)(3) The Cost and Fee Proposal shall be mathematically correct with full traceability and consistency between Section L, Attachments L-6 and L-6a, L-7 and L-7a, L-8, the BOEs, and Volume II, Technical and Management Proposal.

(1)(4) Government Furnished Costs – GFCs are provided for various PWS elements included in CLINs 0002, 1002, 2002, 0003, 1003, 2003, 0007, 1007, 2007, 0008, 1008, and 2008. The Offeror shall use the provided GFCs. The GFCs are located in Section L, the Attachment L-6 in the '7, Government Furnished Cost' tab and are pre-populated into the appropriate worksheets in Section L, Attachments L-6 and L-7.

(1)(5) Cost Elements – The Offeror’s cost proposal shall be provided in Section L, Attachments L-6 and L-7, by major cost elements in accordance with FAR Table 15-2: labor costs (including labor codes, labor hours, and labor rate for each labor category), fringe benefits, materials/supplies, equipment, subcontract, critical subcontractor, other direct costs, use tax, GFCs, escalation, and Business and Occupation (B&O) tax, and fee as applicable. For completion of Section L, Attachment L-6, the Offeror shall use the DOE provided list of resource codes in the 'Resource Codes' tab.

Critical Subcontractors: Critical subcontractors have the flexibility to edit cost elements based on their documented cost structure when completing Section L, Attachments L-6a, Critical Subcontractor Cost Detail Worksheets, and L-7a, Critical Subcontractor Cost Summary Worksheets.

a. Labor – The Offeror shall utilize, as a minimum, the DOE Minimum Average Base Rates located in the Labor Rates Tables entitled Exempt Labor Base Rates, Non-Exempt Labor Base Rates, HAMTC Labor Base Rates, and Guard Labor Base Rates, in Section L, Attachment L-6-7 for proposal preparation. The DOE provided labor rates in Section L, Attachment L-6-7 reflect historical actual labor rates for the identified labor categories, escalated to FY19 2019 dollars. The DOE provided labor rates do not include fringe costs.

The DOE provided labor rates are not all encompassing. The Offeror may have the ability to propose labor rates for labor resource codes not identified in Attachment L-8, Assumptions, provided labor resource codes are consistent with the DOE Environmental Restoration/Waste Management Activities Common Occupational Classification System (COCS), Revision 3, which is posted to the EMCBC HMESC Acquisition website’s Documents Library. Proposed labor rates shall be identified in the ‘Offeror Proposed Labor Rates’ tab and provided in FY2019 2019 dollars. Offeror proposed labor rates shall be its own labor rates, consistent with the terms and conditions of the solicitation, applicable law, including the Wage Rate Requirements in accordance with the HAMTC Bargaining Agreement, the Hanford Atomic Metal Trades Council (HAMTC), Hanford Site Stabilization Agreement (HSSA), Hanford Guards Union (HGU) Bargaining Agreement, and the Service Contract Labor
Standards, as applicable. However, the proposed labor rates for labor categories not identified shall be provided in FY 2019 dollars.

For proposal preparation purposes, a full-time employee (FTE) is defined as 1,800 hours/year. The 1,800 hours/year is based on 2,080 annual hours less 280 hours (160 for vacation hours, 40 sick hours, and 80 holiday hours). Additionally, the Offeror shall not assume any overtime is available.

Critical Subcontractors: Critical subcontractors labor rate buildup shall be supplied within the ‘Labor Rate Buildup’ tab of Section L, Attachment L-6a, Critical Subcontractor Cost Detail Worksheets, and must be accompanied by sufficient documentation to support the proposed rates along with an explanation as to how the rate(s) are computed.

Columns within the L-6a, ‘Labor Rate Buildup’ tab may be added or deleted based on the critical subcontractor’s labor rate buildup methodology, as applicable. Critical subcontractor’s market-based benefits or other markups shall be represented by individual columns in the labor rate buildup (e.g., medical benefits and dental benefits shall be represented by separate columns).

a. Fringe Benefits – The Offeror shall use a minimum fringe benefit percentage of 42% for all estimated labor positions currently employed by the site. The DOE provided fringe benefits include Paid Time Off (PTO) and payroll taxes, L&I, and Workers’ Compensation. PTO consists of vacation, sick, holiday, and site specific paid absences, and the annual raise effect on the inherited absence liability pool. The PTO rate is in accordance with the HSSA, HGU, and HAMTC agreements and the proposed non-represented paid sick and vacation compensation packages. Payroll taxes consist of the employer’s portion of Federal Insurance Contributions Act (FICA), Medicare Payroll Tax, Federal Unemployment Tax Act (FUTA), and State Unemployment Tax Act (SUTA) payroll taxes.

b. Other Benefits – Other fringe benefits, which include the Hanford Site Pension Plan, Hanford Site Savings Plan, and Hanford Employee Welfare Trust Medical Benefits are GFCs. GFCs, The GFCs for these fringe benefits are provided in CLINs 0002, 1002, and 2002. The Offeror’s market-based savings, medical, and other benefits are to be proposed in PWS C.4.12.2 Business Administration within the Infrastructure and Site Services CLINs.

c. Subcontracts – For the proposed subcontractors, the Offeror shall submit the information to the level of detail indicated in Section L, Attachments L-6/L-6a and L-7/L-7a, as well as related instructions within this provision.

d. Other Direct Costs – Items not covered elsewhere, and included in the cost/price proposal as a direct cost, shall be documented and justified by providing a breakout of costs and the BOEs (e.g., the number of hours/quantities and the hourly/unit charge). The Offeror shall propose any relocation costs in the Transition PWS C.1 only.

e. Taxes – As applicable, the Offeror shall show the calculation of taxes against total price, or portions thereof. The Offeror shall disclose the types of taxes and the rate(s) used in its computation. The Offeror shall use the following provided rates:
i. Use Tax – 8.6 percent shall be applied only to materials/supplies, taxable subcontracts and taxable equipment only purchase orders and contracts.

ii. B&O Tax – 0.471 percent shall be applied to the total burdened costs (total direct costs with escalation).

a.g. Escalation – The Offeror shall utilize an annual escalation factor of 2.3 percent, compounded for each FY for the proposed costs, and shall be applied to total direct costs. Compounded escalation shall be applied as a decimal rounded to the fourth place as indicated below for all proposed costs.

<table>
<thead>
<tr>
<th>Escalation by FY</th>
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</thead>
<tbody>
<tr>
<td>FY19</td>
</tr>
<tr>
<td>------</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

FY = fiscal year

h. General and Administrative (G&A) Costs – The Offeror shall estimate all G&A costs directly within the PWS element where the work is being performed.

Critical Subcontractors: Critical subcontractors are not required to propose G&A costs directly. Proposed G&A rate(s) shall be accompanied by corresponding basis and calculation documentation.

a.i. Other Support – The Offeror shall not propose costs for corporate home office support. Corporate home office is defined as office responsible for directing or managing two or more but not necessarily every segment of an organization. Offerors may submit request for fair and reasonable recovery of allowable and allocable costs related to any parent organization support approved by DOE in accordance with Section H clause entitled, Parent Organization Support.

(h) Cost Worksheet Instructions – These instructions apply to Attachments.

(1) L-6, Cost Proposal Worksheets; L-6a, Critical Subcontractor Cost Detail Worksheets; L-7, Cost Summary Worksheets;

(b)(j) The Offeror shall provide cost and L-7a, Critical Subcontractor Cost Summary Worksheets, unless otherwise stipulated in the critical subcontractor specific instructions below fee by CLIN, PWS, and Proposal WBS for activities in Section L, Attachment L-6, Cost Proposal Worksheets.

(1) L-6/L-6a Cost Detail Worksheets.

i. Labor Resources – Labor resource codes, descriptions, and rates are provided in the Labor Rates tabs ‘Exempt Labor Base Rates’, ‘Non-Exempt Labor Base Rates’, ‘HAMTC Labor Base Rates’, and ‘Guard Labor Base Rates’. If the Offeror proposes rates other than those provided, the rate proposal must be in accordance with paragraph (i)(5)(a) of these instructions.

Critical Subcontractors: Critical subcontractors shall propose their labor rate buildup. The fully burdened labor rate must be supplied within the ‘Labor Rate Buildup’ tab of
Section L, Attachment L-6a, Critical Subcontractor Cost Detail Worksheets, and must be accompanied by the rate basis and supporting documentation.

Columns within the ‘Labor Rate Buildup’ tab may be added or deleted, as applicable, based on the critical subcontractor’s labor rate buildup methodology. Base Rate, fringe (PTO, FICA, Medicare, FUTA, SUTA, and Workers’ Compensation), and critical subcontractor’s market-based benefits (medical and dental) and/or other markups shall be represented by individual columns in the labor rate buildup. All proposed rates shall be accompanied by supporting documentation.

ii. ‘Government Furnished Cost’ tab – The Offeror shall use the GFCs provided in this list. Escalation and B&O tax are provided for fill out each GFC, as applicable.

iii. ‘Estimating Flat File’ Cost by Element tab – Data within the Estimating Flat File shall not include entries for roll-up WBS elements. Offeror and critical subcontractors shall roll up costs as required within the Cost Detail and Cost Summary Worksheets using the raw data from the Estimating Flat File. The Estimating Flat File shall be completed under the following specifications and instructions:

• The ‘Control Position’ column requires a unique identifier for data evaluation. The ‘Control Position’ shall start with one (1) and continue in sequential order for each of the lines of data and shall never repeat.

• Section ‘CLIN Crosswalk’ in the table shall contain Government provided numbers and descriptions in accordance with L-6 Attachment J-17. See Attachment J-17, ‘Att. J-17f Proposal WBS X-walk’ tab in column A titled “HMESC CLINs” and column B titled “HMESC CLIN Description” for complete listings. The Offeror shall not add or subtract in this section.

  – CLIN Number and CLIN Description – Offeror shall assign one CLIN Number and CLIN Description for each line of data.

  – Period of Performance – Offeror shall assign a ‘Period of Performance’ (Base Period, Option Period 1, or Option Period 2) to each line of data. Only one (1) Period of Performance shall be assigned for each line of data.

• Section ‘PWS Crosswalk’ in the table shall contain Government provided numbers and descriptions in accordance with Attachment J-17, ‘Att. J-17e HMESC PWS X-walk’ tab in column E titled “HMESC PWS” and column F titled “HMESC PWS Description”. See Attachment J-17, ‘Att. J-17b HMESC PWS’ tab for complete listings. The Offeror shall not add or subtract in this section. Offeror shall complete all applicable PWS numbers and descriptions for each line of data.

• Section ‘Proposal WBS’ in the table shall contain Government provided numbers and descriptions in accordance with Attachment J-17. See Attachment J-17, ‘Att. J-17f Proposal WBS X-walk’ tab in column E titled “Proposal WBS” and column F titled “Proposal WBS Description”. See Attachment J-17, ‘Att. J-17c Proposal WBS’ tab for complete listings. The Offeror shall not add or subtract in this section.

  – Offeror shall assign a ‘Proposal WBS Number’ and its associated ‘Proposal WBS Description’ for each line of data.
Section ‘Offeror's Estimating Data’ contains the Offeror’s data and shall be filled out according to each column title as follows:

- Columns ‘Activity ID’ and ‘Activity ID Description’ – Offeror shall provide Activity ID (Offeror’s lowest level WBS) and associated description at the task level for each line of data.

- Column ‘Subcontract Classification’ – Offeror shall provide Classification of contractor performing the work (critical subcontractor or subcontractor), as applicable. Only one (1) Classification may be used for each entry.

- Column ‘Company’ – Offeror shall provide the Company Name of contractor performing the work for each line of data.

- Column ‘Resource Type’ – Offeror shall provide the Resource Type (Labor, Material, Subcontractor, Other) for each line of data. See Section L, Attachment L-8, ‘Resource Codes’ tab for a complete listing of Resource Type designations. Only one (1) Resource Type may be used for each entry.

- Column ‘Resource Class’ – Offeror shall provide the Resource Class associated with the Resource Code represented on each line of data. See Section L, Attachment L-8, ‘Resource Codes’ tab for Resource Class designations. Only one (1) Resource Class may be used for each entry.

  - For each line of data with a Resource Class of ‘Labor’, Offeror shall also apply fringe, escalation (as applicable), and B&O tax in accordance with sub-paragraphs L.14 (i)(5)(b), (i)(5)(g), and (i)(5)(f)(ii) of these instructions.

  - For each line of data with a Resource Class of ‘Materials’, ‘Taxable Subcontracts’, or ‘Taxable Equipment’, Offeror shall also apply use tax, escalation (as applicable), and B&O tax in accordance with sub-paragraphs L.14 (i)(5)(f)(i), (i)(5)(g), and (i)(5)(f)(ii) of these instructions.

  - For each line of data with a Resource Class of ‘Subcontracts’, ‘Equipment’, ‘Government Furnished Cost’, or ‘Other Direct Cost’, Offeror shall also apply escalation (as applicable) and B&O tax in accordance with sub-paragraphs L.14 (i)(5)(g) and (i)(5)(f)(ii) of these instructions.

  Critical Subcontractors: Critical subcontractors shall leave this ‘Resource Class’ field blank for each line of data.


- Column ‘Item Description’ – Offeror shall provide an Item Description for the Resource Code represented on each line of data.

- Column ‘Unit of Measure’ – Offeror shall provide the unit of measure for the respective resource.
Column ‘Labor Base Rate’ – Offeror shall provide the base unit rate, in accordance with the DOE Minimum Average Base Rates, for each respective labor resource.

Critical Subcontractors: Critical subcontractors shall utilize the ‘Critical Subcontractor’s Burdened Labor Rate’, consistent with the critical subcontractor’s labor rates identified in the ‘Labor Rate Buildup’ tab of Section L, Attachment L-6a, Critical Subcontractor Cost Detail Worksheets, in place of the ‘Labor Base Rate’ for each respective labor resource.

Section ‘Direct Cost Base Year’ – If Offeror’s and/or critical subcontractor’s estimate the static scope utilizing an out-year profile, this section shall contain the base year cost data associated with the static scope. Offeror’s data shall be filled out according to each column title as follows:

- Base Year Quantity
- Base Year Labor Hrs Unit Rate
- Base Year Total Labor Hours
- Base Year Labor Cost
- Base Year Fringe Unit Rate
- Base Year Fringe Cost (Base Year Labor Cost x Base Year Fringe Unit Rate)
- Base Year Total Labor Cost (Base Year Labor Cost + Base Year Fringe Cost)
- Base Year Materials/Supplies Unit Rate
- Base Year Materials/Supplies Cost
- Base Year Equipment Unit Rate
- Base Year Equipment Cost
- Base Year Subcontract Unit Rate
- Base Year Subcontract Cost
- Base Year Other Direct Cost Unit Rate
- Base Year Other Direct Cost
- Base Year Use Tax Unit Rate
- Base Year Use Tax Cost (Base Year Taxable Resource Cost x Base Year Use Tax Unit Rate)
- Base Year Government Furnished Cost

Total Base Year Direct Cost (Base Year Total Labor Cost + Base Year Material/Supplies Cost + Base Year Equipment Cost + Base Year Subcontract Cost + Base Year Other Direct Cost + Base Year Use Tax Cost + Base Year Government Furnished Costs).
Critical Subcontractors: Critical subcontractors shall provide the pricing basis and calculation used for each critical subcontractor’s markup. For each markup, a column shall be added within each FY in the sequence of how the critical subcontractor’s cost is priced.

- Sections ‘FY 19 Data’ …through ‘FY 29 Data’ shall contain the Offeror’s data and shall contain no blank cells. Offeror shall include a value of “0” for those cells that have no data. Offeror shall not add or delete columns. Offeror’s data shall be completed according to each column title as follows:

  - FY Quantity
  - FY Labor Hrs. Unit Rate
  - FY Total Labor Hours
  - FY Labor Cost
  - FY Fringe Unit Rate
  - FY Fringe Cost (FY Labor Cost x FY Fringe Unit Rate)
  - FY Total Labor Cost (FY Labor Cost + FY Fringe Cost)
  - FY Materials/Supplies Unit Rate
  - FY Materials/Supplies Cost
  - FY Equipment Unit Rate
  - FY Equipment Cost
  - FY Subcontract Unit Rate
  - FY Subcontract Cost
  - FY Other Direct Cost Unit Rate
  - FY Other Direct Cost
  - FY Use Tax Unit Rate
  - FY Use Tax Cost (FY Taxable Resource Cost x FY Use Tax Unit Rate)
  - FY Government Furnished Cost
  - Total FY Direct Cost (FY Year Total Labor Cost + FY Year Material/Supplies Cost + FY Year Equipment Cost + FY Year Subcontract Cost + FY Year Other Direct Cost + FY Year Use Tax Cost + FY Year Government Furnished Costs)
  - FY Escalation Unit Rate
  - FY Escalation Cost (Total FY Direct Cost x FY Escalation Unit Rate)
  - FY B&O Tax Unit Rate
FY B&O Tax Cost \((\text{Total FY Direct Cost} + \text{FY Escalation Cost}) \times \text{B&O Tax Unit Rate}\)

Total Cost Without Fee \((\text{Total FY Direct Cost} + \text{FY Escalation Cost} + \text{FY B&O Tax Cost})\)

Critical Subcontractors: Critical subcontractors shall provide the pricing basis and calculation used for each critical subcontractor’s markup. For each markup, a column shall be added within each FY in the sequence of how the critical subcontractor’s cost is priced.

- Column ‘Notes’ – The Offeror shall provide the cost basis for each proposed non-labor Resource Code represented on each line of data, excluding GFCs.

‘Direct Cost Summary’ tab – The Offeror shall provide total direct cost by PWS by Cost Element. Each PWS shall roll cumulatively to the higher tiered PWS level. Proposed costs in the ‘Cost Summary’ worksheet shall reconcile to the values in the ‘Estimating Flat File’ tab in Attachment L-6.

Critical Subcontractors: Critical subcontractors may add lines for each markup, as applicable. Supporting documentation shall be provided for each markup included in the proposal pricing.

(2) L-7/L-7a Cost Summary Worksheets.

- The Offeror shall not provide its own PWS or Proposal WBS/PWS structure (including adding to or aggregating PWS or Proposal WBS/PWS elements) for this solicitation unless otherwise instructed within the solicitation.

- Proposed costs in the Attachment L-7, Cost Summary Worksheets, shall reconcile to the values in the ‘Estimating Flat File’ tab contained in Section L, Attachment L-6, Cost Detail Worksheets.

- ‘Cost Summary by CLIN’ tab – The Offeror shall provide Total Proposed Cost Without Fee by CLIN by FY, Base Period, and Option Periods.

Critical Subcontractors: Critical subcontractors may add lines for each markup, as applicable. Supporting documentation shall be provided for each markup included in the proposal pricing.

- ‘Cost Summary by PWS’ tab – The Offeror shall provide direct costs by PWS and Proposal WBS by FY for the Base Period and Option Periods. The Offeror shall apply escalation and B&O tax to the total direct costs.

- ‘Cost Summary by Element’ tab – The Offeror shall provide direct costs by cost element for the Base Period and each Option Period. The Offeror shall apply escalation and B&O tax to the total direct costs.

Critical Subcontractors: Critical subcontractors may add lines for each markup, as applicable. Supporting documentation shall be provided for each markup included in the proposal pricing.
vi. ‘Allocation Spreadsheet’ tab – The Offeror shall complete the Allocation Spreadsheet under the following specifications:

- The Offeror shall fill in the ‘Total Proposed Cost Without Fee’ columns for each Proposal WBS by ‘Base Period’, ‘Option 1 Period’, and ‘Option 2 Period’.

vii. ‘Table B-2’ tab – The Offeror shall complete Table B-2, Total Estimated Contract Cost for Direct/RTS and Fee by Period of Performance, under the following specifications:

- Cost and Fee amounts for each CLIN shall be provided in the Table B-2 tab for each CLIN and the respective periods of performance as identified in the table.
- ‘Estimated Cost’ for CLINs (0004, 1004, 2004) are the total sums of the ‘Total Proposed Cost Without Fee’ for ‘Direct (CLINs 0004, 1004, 2004)’ and ‘Self-Consumed UBS (CLINs 0004, 1004, 2004)’ within the ‘Allocation Spreadsheet’ tab for their respective periods of performance.
- ‘Estimated Cost’ for CLINs (0006, 1006, 2006) is the total of the ‘Total Proposed Cost Without Fee’ for ‘OHC UBS (CLINs 0006, 1006, 2006)’ within the ‘Allocation Spreadsheet’ tab for their respective periods of performance.
- The Total Cost for OHC UBS shall be inserted in CLIN 0006, 1006, and 2006, UBS to Be Provided to OHCs, in the Table B-2 tab for the respective periods.
- The Total Cost for OHC UBS shall be inserted as a negative value in UBS Reimbursement from OHCs’ (offset CLIN 0006), in the Table B-2 tab for the respective periods (this is a negative number to offset the cost in CLINs 0006, 1006, 2006) shall be the ‘Estimated Cost’ for the respective CLINs entered as a negative value and 2006 UBS to Be Provided to OHCs).

vi. ‘Estimated The Offeror shall complete Table B-2, Contract Cost and Fee’ for Fee, under the following specifications:

- CLINs are split into respective periods of performance, marked in the table by the thick blue lines.
- Total Base Period, Total-Option Period-1, and Total-Option Period-2 are the total sums of the Estimated Cost and Fee for their respective periods of performance.
- Estimated Cost for CLINs (0004, 1004, 2004) are the total sums of the ‘Estimated Cost’ Allocation of Total Proposed Cost Without Fee, for
Direct/RTS (CLIN 4) and ‘Fee”Self-Consumed (CLIN 4), for their respective periods of performance within the Allocation Spreadsheet.

- Estimated Cost for CLINs (0006, 1006, 2006) is the total of the Allocation of Total Proposed Cost Without Fee for OHC/UBS (CLIN 6), for their respective periods of performance, within the Allocation Spreadsheet. UBS Reimbursement from OHCs is the total Estimated Cost for CLINs (0006, 1006, and 2006) UBS to Be Provided to OHCs, for the respective periods of performance, and shall be entered as a negative value.

(2) L-7 Consolidated Direct Cost Schedules

i. The Offeror shall provide total cost by PWS by Resource Code in Section L, Attachment L-7, Consolidated Direct Cost Schedules.

ii. The Offeror shall fill out Attachment L-7, Consolidated Direct Cost Schedules, by PWS in accordance with the following tabs: Labor, Materials/Supplies, Equipment, Subcontractors, Critical Subcontractors, Other Direct Cost, Use Tax, Government Furnished Cost.

iii. Labor resource codes, descriptions, and rates are provided in the following Labor Rates tabs: Exempt Labor Rates, Non-Exempt Lab Rates, HAMTC Labor Rates, and Guard Labor Rates.

iv. Each PWS shall roll cumulatively to the higher-tiered PWS level.

v. The costs will be totaled by PWS, which will be used to supply the L-6 Attachment table.

The Offeror shall complete the Estimating Flat File under the following specifications and instructions:

- The Control Position column requires a unique identifier for data evaluation. The Control Position shall start with 1 and continue in sequential order for all lines of data and must never repeat.

- The CLIN Crosswalk section in the table contains numbers and descriptions that are Government provided, and the Offeror is not allowed to add or subtract in this section (see Attachment J-17 for complete listings).

- Period of Performance—Offeror must assign a Period of Performance (Transition, Base Period, Option Period 1, or Option Period 2) to each entry. Only one Period of Performance can be used for an entry.

- The PWS Crosswalk section in the table contains numbers and descriptions that are Government provided, and the Offeror is not allowed to add or subtract in this section (see Attachment J-17 for complete listings).

- The Proposal WBS section in the table contains numbers and descriptions that are Government provided, and the Offeror is not allowed to add or subtract in this section (see Attachment J-17 for complete listings).
Offeror must assign a Proposal WBS Number and its associated Proposal WBS Description for each entry.

The Offeror's Estimating Data section contains the Offerors data and must be filled out according to each column title as follows:

- Activity ID and Activity ID Description columns—Offeror shall provide at task level.
- Subcontract Classification column—Offeror shall provide classification of contractor performing the work, (Critical Subcontractor or Subcontractor). Only one Classification can be used for each entry.
- Subcontract Category column—Offeror shall provide category of contractor performing work, in accordance with Attachment L-11, Table 1. Only one Category can be used for an entry.
- Company column—Offeror shall provide the Company Name of contractor performing the work.
- Resource Type column—Offeror shall provide the Resource Type (Labor, Materials/Supplies, Subcontracts, Other). Only one Category can be used for each entry.
- Item Description Column—Offeror must provide the Item Description (if applicable) for the resource type represented on that line.
- Cost Element column—Offeror must provide the cost elements according to the following legend:
  0—Labor
  1—Materials/Supplies
  2—Equipment
  3—Subcontracts
  4—Other Direct Cost
  5—Use Tax
  6—Government Furnished Cost
- Unit of Measure column—Offeror must provide the unit of measure for the respective resource.
- Minimum Direct Labor Rate (Constant FY 19 $s) column—Offeror shall provide the unit rate for the respective labor resource.

FY 19 Data, FY 20 Data, and so on through FY 29 Data sections contain the Offerors data and must be filled out according to each column title as follows:

- FY Quantity
- FY Labor Hours Unit Rate
### FY Total Labor Hours
- **FY Labor Cost**
- **FY Materials/Supplies Unit Rate**
- **FY Materials/Supplies Cost**
- **FY Equipment Unit Rate**
- **FY Equipment Cost**
- **FY Other Direct Cost Unit Rate**
- **FY Other Direct Cost**
- **FY Subcontract Unit Rate**
- **FY Subcontract Cost**
- **FY Use Tax Unit Rate**
- **FY Use Tax Cost**
- **FY Government Furnished Cost Unit Rate**
- **FY Government Furnished Cost**

#### Total FY Direct Cost
- Estimated Cost and Fee for CLINs (0007, 1007, 2007 and 0008, 1008, 2008) for ‘Years 1-10’ have been prepopulated to reflect the IDIQ maximum ceiling values for inclusion into the ‘Total Estimated Contract Value’.

- Worksheet should contain no blank cells.
- Total Direct Cost values at the end of the file shall reconcile to the values in the associated cost element line item in the respective Attachment L-6 Cost Worksheets.

(i)(k) Historical Cost Reference Data (HCRD) – The HCRD(HREF) consists of representative historical data relating to selected PWS elements. The document for FY 16, HREF includes a scope description of the work represented by the historical costs. The historical costs reflect activity levels for FY17 on the Hanford Site but may not be funding levels for FY16 and are not representative of future activity (funding levels or the Tri-Party Agreement [TPA] consent orders, consent decrees, and settlement agreements between the DOE and federal and state regulatory agencies for the Hanford Site).

With exception to PWS C.4.3, Safeguards and Security, the HCRDHREF is included in this solicitation as reference material and is posted to the EMCBC HMESC Acquisition website’s Documents Library for use by the Offerors. PWS C.4.3 Safeguards and Security, inclusive of lower levels, is OUO, and is posted to the CUI portion of the document library.

In order to access PWS C.4.3 Safeguards and Security HCRDHREF documents, the interested party shall submit a completed Non-Disclosure for Access to Department of Energy HMESC...
Solicitation form and be authorized by the PCOCO. The completed Non-Disclosure for Access to Department of Energy HMESC Solicitation form will be reviewed by DOE, and a determination will be made whether to release the data to the interested party. An explanation will be given to the interested party if the request is denied. The Non-Disclosure for Access to Department of Energy HMESC Solicitation form shall be completed in its entirety and signed by an appropriate officer of the organization with authority to legally commit and bind the organization. The form can be downloaded from the EMCBC HMESC Acquisition website’s Request Controlled Unclassified Information tab.

(j)(l) Estimating Software. All cost estimating data shall be provided by the Offeror in accordance with Attachment L-7, Estimating Flat File, tab and the instructions in paragraph (h), Cost Worksheet Instructions. All cost estimating data shall be fully traceable between the detailed costs of the estimating flat file and the worksheets included in Section L, Attachments L-6 and L-7. Examples of the type of information that would provide traceability include V-Lookup formulas between the worksheets or formulas that sum detailed costs to a higher level within the worksheets.

(k)(m) The Contract includes Section I clause entitled, FAR 52.215-17 entitled, Waiver of Facilities Capital Cost of Money; therefore, as a condition of award, the Offeror shall not propose facilities capital cost of money.

(l)(n) DOE or its cognizant audit entity may request additional supporting information for purposes of clarification in evaluating cost.

(m)(o) The Offeror shall provide the location (address, and telephone number, and point of contact) of where documentation supporting Volume III is located. The Offeror shall provide the name, address, and telephone number of the cognizant Administrative Contracting Officer (ACO) and the cognizant federal Defense Contract Audit Agency office, if any. Additionally, the Offeror shall provide the name, address, and telephone number of person(s) authorized to provide any clarifying information regarding the Volume III, Cost and Fee Proposal. If the Offeror is a joint venture, this data shall be provided for each entity.

(o) Accounting System – The accounting system the Offeror shall utilize is part of the Business Management System (BMS). Refer to Section C regarding the BMS.

(n) Accounting System. If the Offeror decides to propose a new accounting system, the Offeror shall submit a narrative with an explanation of how both direct and indirect costs will be recorded and tracked in the proposed accounting system. If the Offeror’s proposed accounting system will allocate costs through the use of an indirect costing rate, the indirect rate and an explanation is required to describe costs to be included in each of the indirect cost pools, as well as a description of each allocation base. Additionally, the Offeror shall describe its accounting system and the adequacy of that system for reporting costs against government cost-type contracts. The Offeror shall identify the cognizant government audit agency or any other government agency that has formally approved the accounting system, if applicable. This data must also be provided for each member of the joint venture partners. The Government may use this information in making determinations of Offeror responsibility.

Offeror’s Proposed Accounting System Information – The Offeror (including joint ventures) shall provide one or more of the following:
(1) Copy of the government approval/determination stating the proposed accounting system is adequate for the identification, accumulation and recording of cost under Government reimbursable type contracts/subcontracts if the approval/determination was issued within the last three years. Also, provide a copy of the most recent accounting system audit report on the proposed accounting system if performed within the last five years and fully describe and explain any material changes made to the proposed accounting system since the time it was reviewed, audited or approved.

(2) If the accounting system was deemed inadequate, provide the corrective actions that have or will be taken to correct the cited issues, including the implementation time for each action.

(3) If the proposed accounting system has not been formally approved by the Government within the last three years and/or audited within the last five years, or an audit determined the accounting system to be inadequate, then the Offeror shall state this and provide responses to the “Offeror’s Proposed Accounting System Information”, incorporated into this solicitation as Attachment L-9.

Responsibility Determination and Financial Capability:. FAR 9.104-1(a), General Standards, requires that a prospective Offeror have adequate financial resources to perform the Contract, or the ability to obtain them, in order to be determined responsible. It is the Offeror’s responsibility to demonstrate its financial capability to complete this Contract. Information provided by the Offeror shall include, but is not limited to, the following:

(1) Financial statements (audited, if available) and notes to the financial statements for the last three FYs (required for each member of the Offeror team arrangement if a teaming arrangement is used);

(2) The last annual report for the parent corporation(s): In order to consider the financial or other resources of the parent corporation entity(ies) or other guarantors, each of those entities shall be legally bound, jointly and severally if more than one, to provide the necessary resources to the prospective Offeror and assume the contractual obligations of the prospective Offeror; and

(3) Available lines of credit;

(4) State what percentage of the Offeror’s estimated total business a Contract awarded to the Offeror will represent during the period of performance of such Contract; and

(5) Describe the impact of this Contract on the Offeror’s organization and any contingency, limitation, and conditions affecting the availability of financing for this Contract.

Using the above information and other information, the Government will make a FAR Part 9 entitled, Contractor Qualifications, responsibility determination of the prospective awardee. The Government may request a financial capability review of each Offeror from an audit entity, as part of the Government’s consideration in making the responsibility determination.

If the Offeror, to include the members of a teaming arrangement, as defined by FAR 9.601(1), and/or Joint Venture Partners are covered by Cost Accounting Standards, the entities shall provide the Disclosure Statement and a statement stating the current Disclosure Statement has been or has not been reviewed by the cognizant audit agency and if the Disclosure Statement has been approved. Additionally, the Offeror shall identify the cognizant Government audit agency or any other Government agency that has formally approved the Disclosure Statement.
The Offeror shall also identify whether the cognizant Government audit agency has issued any audit reports on the compliance with the Cost Accounting Standards requirements and its disclosure statement, as well as, the results of the audit(s).

If any item contained within the solicitation requires the Offeror to modify its current disclosed practices, the Offeror shall provide the areas in which a change will be required and the suggested document and word changes.

The Offeror and critical subcontractors shall not propose any Government Furnished Property (GFP) for use during the performance of this Contract that is in addition to the list of GFP provided in Section J, Attachment J-11 entitled, Government Furnished Services, Information and Property List provided in the EMCBC HMESC Acquisition website’s Documents Library.

DOE-L-2014 Date, Time, and Place Offers are Due (Oct. 2015)

All Offers required by this solicitation are due no later than 4:00 p.m. Eastern Time November 19, 2018. Treatment of late submissions, modifications, and withdrawals are governed by the applicable provisions of the solicitation.

DOE-L-2016 Number of Awards (Oct. 2015)

It is anticipated that there will be one award resulting from this solicitation. However, the Government reserves the right to make any number of awards, or no award, if considered to be in the Government’s best interest to do so.

DOE Contacts Regarding Future Employment

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

DOE-L-2020 Small Business Set-Aside Information (Unrestricted)

This acquisition is unrestricted and contains no small business set-aside provisions.

DOE-L-2026 Service of Protest (Oct. 2015)

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

Lori Sehlhorst, Contracting Officer
EMCBC
U.S. Department of Energy
250 E. 5th Street, Suite 500, Cincinnati, OH 45202

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

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

**DOE-L-2027 Notice of Protest File Availability (Oct. 2015)**

(a) If a protest of this procurement is filed with the GAO in accordance with 4 CFR part 21, any actual or prospective Offeror may request DOE to provide it with reasonable access to the protest file pursuant to 48 CFR 33.104(a)(3)(ii), implementing section 1605 of Public Law 103-355. Such request must be in writing and addressed to the CO for this procurement.

(b) Any Offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective Offerors in accordance with the requirements of 48 CFR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, Offerors shall mark any documents as to which they would assert that an exemption applies. (See 10 CFR Part 1004).

**DOE-L-2028 Agency Protest Review (Oct. 2015)**

Protests to the agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. DOE’s agency protest procedures, set forth at 48 CFR 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the Department. The Department encourages potential protestors to discuss their concerns with the CO prior to filing a protest.

**FAR 52.225-10, Notice of Buy American Requirement — Construction Materials (May 2014)**

(a) Definitions. “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American—Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An Offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the CO in time to allow a determination before submission of offers. The Offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an Offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the Offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.
(2) If evaluation results in a tie between an Offeror that requested the substitution of foreign construction material based on unreasonable cost and an Offeror that did not request an exception, the CO will award to the Offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the Offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the Offeror shall submit a separate SF Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the Offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested:

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

FAR 52.225-12, Notice of Buy American Requirement – Construction Materials Under Trade Agreements (May 2014)

(a) Definitions. “COTS item,” “construction material,” “designated country construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled, Buy American Construction Materials Under Trade Agreements FAR clause 52.225-11).

(b) Requests for determination of inapplicability. An Offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the CO in time to allow a determination before submission of offers. The Offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 entitled, Buy American Construction Materials Under Trade Agreements in the request. If an Offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the Offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11 entitled, Buy American Construction Materials Under Trade Agreements.
(2) If evaluation results in a tie between an Offeror that requested the substitution of foreign construction material based on unreasonable cost and an Offeror that did not request an exception, the CO will award to the Offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11 entitled, *Buy American Construction Materials Under Trade Agreements*, the Offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the Offeror shall submit a separate SF Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 entitled, *Buy American Construction Materials Under Trade Agreements*, for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 entitled, *Buy American Construction Materials Under Trade Agreements*, does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the Offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested:

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

**List of Section L Attachments**

Attachment L-1  Performance Guarantee Agreement
Attachment L-2  Key Personnel Standard Resume Format
Attachment L-3  Past Performance and Experience Reference Information Form
Attachment L-4  Past Performance Cover Letter and Questionnaire
Attachment L-5  List of Contracts Terminated for Default or Convenience
Attachment L-6  Cost Detail Worksheets List of DOE Contracts
Attachment L-6a  Critical Subcontractor Cost Detail Worksheets Work Performance Matrix
Attachment L-7  Cost Summary Worksheets Assumptions
Attachment L-7a  Critical Subcontractor Cost Summary Worksheets Offeror’s Proposed Accounting System Information
Attachment L-8  Assumptions Cost Proposal Workbook
Attachment L-9  List of DOE Contracts Small Business Subcontracting Tables
Attachment L-1

Performance Guarantee Agreement

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract [TBD]DE-______________________ for the (Contract) dated [TBD],________________, by and between the Government and ____________________(Contractor), the undersigned, _______________ (Guarantor), a corporation incorporated in the State of _________________ with its principal place of business ______________________ 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 it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the contract, in the event of a default by Contractor 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.

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

____________________________________________________
Date

____________________________________________________
Name of Corporation

____________________________________________________
Name and Position of Official Executing Performance Guarantee Agreement on Behalf of Guarantor

Attestation Including Application of Seal by an Official of Guarantor Authorized to Affix Corporate Seal
Attachment L-2

Key Personnel Standard Resume Format

(Resume shall not exceed four (4) pages in length for each key personnel)

Note: The Offeror may amend the format for Attachment L-2, Key Personnel Standard Resume Format, as long as the exact information, font and size, and page limitations are followed.

Name of Key Person:

Name of Offeror:

Proposed Position with Offeror:

Availability Date and Period of Commitment: (Insert [month/date/year] for availability date; period of commitment shall be reflected from date of contract award forward).

Name of Company with whom key person will be employed:

Level of Security Clearance (or ability to obtain necessary clearance):

Country of Citizenship:

Duties and Responsibilities in Proposed Position:

Relevant Experience: (Starting with current position and working backwards: Identify name and address of employer, contract title, dates of employment, position titles, specified duties and responsibilities, and name, title and phone number of supervisor. Address specific information regarding the relevant qualifications, experience, and demonstrated performance relevant to the proposed position, including individual leadership and other accomplishments, in performing work scope similar to the work to be performed in their proposed position. Technical expertise qualities. Identify specific examples of demonstrated leadership as opposed to just leadership positions held. Describe how work experience relates to the HMESC issues and capability to function effectively in the proposed team position.)

Education, specialized training, and certifications that support the individual’s qualifications and suitability for the proposed position: (Provide degree(s) earned, discipline(s), year(s) degree(s) attained, and institution(s); if degree is incomplete, identify the number of hours earned towards degree).

Professional Affiliations, Registrations, Certifications, and Licenses

Publications, Awards, Honors, and Professional Recognition: (Please list, but do not attach copies)

Professional Development: (Attach a list of all special/job related training. This is excluded from the page limitation specified in Section L.)

Three References

(Name, title, company/organization, address, phone number, and e-mail address [current and at least two (2) previous employers or positions.])

Letter of Commitment: (A signed letter of commitment should be attached to each resume; use the letter of commitment format specified in Section L.1213(c). Page limits for resumes do not include letters of commitment.)
This page intentionally left blank.
Attachment L-3

Past Performance and Experience Reference Information Form

(Completed Form limited to seven pages per reference contract for boxes #1-21, and up to two additional pages for Box #22. If the reference contract is/was a subcontract to a prime contract, the information contained within this L-3 form shall only pertain to the subcontract information. Offerors are reminded the information submitted shall be readable and in a searchable format.)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>Name and DUNS # of Offeror Submitting Proposal:</strong></td>
</tr>
<tr>
<td>2.</td>
<td><strong>Name and DUNS # of Company for which L-3 Form is being submitted:</strong></td>
</tr>
<tr>
<td>3.</td>
<td><strong>Name of Reference Contract Client (e.g., Government Agency or Prime Contractor):</strong></td>
</tr>
<tr>
<td>4.</td>
<td><strong>Name and DUNS # of Entity Reference Contract Was Awarded To:</strong></td>
</tr>
</tbody>
</table>
| 5. | **Reference Contract Number:**  
   **Reference Contract Title:** |
| 6. | **Reference Contract Available in PPIRS (i.e., Yes/No):** |
| 7. | **Reference Contract Client Point of Contact:**  
   *The reference point of contact must include the Contracting Officer (or equivalent), and may also include the Project Director or Contracting Officer’s Representative (or equivalents).**  
   **Name:**  
   **Title:**  
   **Telephone:**  
   **Email:**  
   **Address:** |
| 8. | **Reference Contract Period of Performance:** |
| 9. | **Reference Contract Start Date:** |
| 10. | **Reference Contract Completion/Termination Date:** |
| 11. | **Reference Contract Type (e.g., FP, T&M, CPFF, CPIF, CPAF, etc.):** |
| 12. | **Reference Contract Total Value and Approximate Average Annual Value**  
   *(separately list fee if cost-type)*: |
| 13. | **Reference Contract Value Performed To Date** *(Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment; Date = RFP release date):** |
| 14. | **Portion (%) of work Company (identified in #2) is proposed to perform on HMESC. Identify the specific PWS WBS sections, at the lowest level of the PWS WBS, and indicate the percentage for each PWS WBS section:** |
### Past Performance and Experience Reference Information Form

| 15. | Scope Company (identified in #2) is proposed to perform on HMESC. **Identify the specific applicable PWS WBS sections, at the lowest level of the PWS WBS, and discuss the specific areas of scope to be performed elements:** |
| 16. | Scope Company (identified in #4) performed on Reference Contract (demonstrate relevancy in scope to work company identified in #2 is proposed to perform): |
| 17. | Complexity Company (identified in #2) is proposed to perform on HMESC: |
| 18. | Complexity of work Company (identified in #4) performed on Reference Contract (demonstrate relevancy in complexity to work company identified in #2 is proposed to perform): |
| 19. | Describe any recognized accomplishments the company identified in #4 has received on the reference Contract: |
| 20. | Provide information on challenges/problems encountered on the Reference Contract and actions taken by the company identified in #4 to resolve these matters: |
| 21. | Safety statistics: **Provide Days Away**, Restricted or Transferred and Total Recordable Case (TRC) rates and hours worked for the company (identified in #4) on the Reference Contract by Government Fiscal Year (GFY) completed within the last five years from the original solicitation issuance date: for FY 2014-2017: |
| 22. | For the Reference Contract, identify any DOE enforcement actions and/or worker safety and health, nuclear safety, and/or classified information security incidents or notifications posted to the DOE Office of Enterprise Assessments (EA) website ([https://energy.gov/ea/information-center/enforcement-infocenter](https://energy.gov/ea/information-center/enforcement-infocenter)) and corrective actions taken to resolve those problems: |

Note: The Offeror may amend the format for Attachment L-3, *Past Performance and Experience Reference Information Form*, as long as the exact information, font and size, and page limitations are followed.
Attachment L-4

Past Performance Cover Letter and Questionnaire

Past Performance Cover Letter for _________________

Dear “Client”:

We are currently responding to the Department of Energy (DOE) Request for Proposals No. 89303318REM000007 Hanford Mission Essential Services Contract (HMESC) at the Hanford Site in Richland, WA.

The solicitation places emphasis on past performance as a source selection factor. In addition to requesting the attached Questionnaire be completed, the Government is requiring that clients of entities responding to the solicitation be identified and their participation in the evaluation process be requested. In the event you are contacted for information by the Government on work we have performed, you are hereby authorized to respond to those inquiries.

We are asking for your assistance in completing the attached questionnaire and forwarding to the DOE to aid in its evaluation of our past performance.

Please return the completed questionnaire within ten (10) calendar days.

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

   Email Address: HMESC@emcbc.doe.gov

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

   U S. Department of Energy
   Attention: Lori Sehlhorst, Contracting Officer, EMCBC
   Address: 250 E. 5th Street, Suite 500
   City/State/Zip: Cincinnati, OH 45202

   If mailing, please mark the envelope:

     “SOURCE SELECTION INFORMATION — SEE FAR 2.101 and 3.104” “TO BE OPENED ONLY BY THE CONTRACTING OFFICER”
Past Performance Questionnaire

A. Referenced Contract and Client Information

Referenced Contract and Client Information

<table>
<thead>
<tr>
<th>Name of Company Being Evaluated:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Number and Title Being Evaluated:</td>
<td></td>
</tr>
<tr>
<td>Assessment Period for which Past Performance Questionnaire covers Company’s performance:</td>
<td></td>
</tr>
<tr>
<td>Evaluator’s Name:</td>
<td></td>
</tr>
<tr>
<td>Evaluator’s Address:</td>
<td></td>
</tr>
<tr>
<td>Evaluator’s Phone &amp; Email:</td>
<td></td>
</tr>
<tr>
<td>Evaluator’s Organization:</td>
<td></td>
</tr>
<tr>
<td>Evaluator’s role in the management of the contract*:</td>
<td></td>
</tr>
</tbody>
</table>

* The reference point of contact completing and submitting the questionnaire must be the appropriate contract client reference within the Program Office/Project Office and/or the Contracting Office. Only one questionnaire should be submitted per contract reflecting a coordinated response.

B. Rating Scale and Definitions

Rating Scale and Definitions

<table>
<thead>
<tr>
<th>Rating</th>
<th>Definition</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exceptional</td>
<td>Performance meets contractual requirements and exceeds many to the Client’s benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the Contractor were highly effective.</td>
<td>To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Client. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been no significant problems identified.</td>
</tr>
<tr>
<td>Very Good</td>
<td>Performance meets contractual requirements and exceeds some to the Client’s benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the Contractor were effective.</td>
<td>To justify a Very Good rating, identify a significant event and state how it was a benefit to the Client. There should have been no significant problems identified.</td>
</tr>
</tbody>
</table>
### Rating Scale and Definitions

<table>
<thead>
<tr>
<th>Rating</th>
<th>Definition</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Satisfactory</td>
<td>Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory.</td>
<td>To justify a Satisfactory rating, there should have been only minor problems, or major problems the Contractor recovered from without impact to the contract/order. There should have been NO significant problems identified. Note: The Contractor should not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.</td>
</tr>
<tr>
<td>Marginal</td>
<td>Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the Contractor has not yet identified corrective actions. The Contractor’s proposed actions appear only marginally effective or were not fully implemented.</td>
<td>To justify Marginal performance, identify a significant event in each category that the Contractor had trouble overcoming and state how it impacted the Client. A Marginal rating should be supported by referencing the management tool that notified the Contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).</td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the Contractor’s corrective actions appear or were ineffective.</td>
<td>To justify an Unsatisfactory rating, identify multiple significant events in each category that the Contractor had trouble overcoming and state how it impacted the Client. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the Contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).</td>
</tr>
</tbody>
</table>

### C. Assessment Areas

Please provide explanatory narratives to support your ratings.

#### 1. Quality of Product or Service

**Example:** How well did the Contractor provide services that met the terms of the contract? How technically accurate were the Contractor deliverables? What was the quality level of the Contractor deliverables? How well did the Contractor perform the contract services in a safe manner?

<table>
<thead>
<tr>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
<th>Unsatisfactory</th>
<th>Not Applicable</th>
<th>Do Not Know</th>
</tr>
</thead>
</table>

Supporting Narrative:
2. **Schedule Compliance**

Example: How well did the Contractor provide timely services in accordance with contract schedules? How well did the Contractor take measures to minimize delays that were within its control?

<p>| | | | | |</p>
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<thead>
<tr>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Exceptional</td>
<td>Very Good</td>
<td>Satisfactory</td>
<td>Marginal</td>
<td>Unsatisfactory</td>
</tr>
</tbody>
</table>

Supporting Narrative:

3. **Cost Control**

Example: How well did the Contractor control its costs?

<p>| | | | | |</p>
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<tr>
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<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Exceptional</td>
<td>Very Good</td>
<td>Satisfactory</td>
<td>Marginal</td>
<td>Unsatisfactory</td>
</tr>
</tbody>
</table>

Supporting Narrative:

4. **Business Relations**

Example: How well did the Contractor interface with you to address requests, complaints, and inquiries? If given the choice, would you select this Contractor again to perform your required services?

<p>| | | | | |</p>
<table>
<thead>
<tr>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Exceptional</td>
<td>Very Good</td>
<td>Satisfactory</td>
<td>Marginal</td>
<td>Unsatisfactory</td>
</tr>
</tbody>
</table>

Supporting Narrative:

5. **Management of Key Personnel/Staffing**

Example: How well did the Contractor allocate the appropriate personnel resources to meet customer needs? How well did the Contractor provide staff on short notice for quick turnaround of personnel?

<p>| | | | | |</p>
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<thead>
<tr>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Exceptional</td>
<td>Very Good</td>
<td>Satisfactory</td>
<td>Marginal</td>
<td>Unsatisfactory</td>
</tr>
</tbody>
</table>

Supporting Narrative:
Supporting Narrative:

6. Utilization of Small Business

**Example:** How well did the Contractor allocate subcontracting opportunities to small businesses?

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<tr>
<th>O</th>
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<th>O</th>
<th>O</th>
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<th>O</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exceptional</td>
<td>Very Good</td>
<td>Satisfactory</td>
<td>Marginal</td>
<td>Unsatisfactory</td>
<td>Not Applicable</td>
<td>Do Not Know</td>
</tr>
</tbody>
</table>

Supporting Narrative:

7. Regulatory Compliance

**Example:** How well did the Contractor comply with all terms and conditions in the contract relating to applicable regulations and codes considering compliance with financial, environmental, safety, and labor regulations as well as any other reporting requirements.

<table>
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<tr>
<th>O</th>
<th>O</th>
<th>O</th>
<th>O</th>
<th>O</th>
<th>O</th>
<th>O</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exceptional</td>
<td>Very Good</td>
<td>Satisfactory</td>
<td>Marginal</td>
<td>Unsatisfactory</td>
<td>Not Applicable</td>
<td>Do Not Know</td>
</tr>
</tbody>
</table>

Supporting Narrative:

We greatly appreciate your time and assistance in completing this questionnaire.

**Additional Comments:**

_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________
## Attachment L-5

**List of Contracts Terminated for Default or Convenience**

<table>
<thead>
<tr>
<th>Client Name</th>
<th>Contract No.</th>
<th>Client Point of Contact</th>
<th>POC Information (address, phone no., email address)</th>
<th>Performance Period</th>
<th>Terminated for Default or Convenience</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Note: Information shall only be provided for contracts terminated within the last five preceding three years from the original date of the initial solicitation issuance date. Additionally, explanatory information may be provided below the table for each contract terminated for default or convenience, along with a brief description of the work. If the Offeror does not have any contracts/projects to report, a blank form shall be submitted stating such.
Attachment L-6

Cost Detail Worksheets

*(see separate file)*
Attachment L-6a

Critical Subcontractor Cost Detail Worksheets

*(see separate file)*
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Attachment L-7
Cost Summary Worksheets
(see separate file)
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Attachment L-7a

Critical Subcontractor Cost Summary Worksheets

*(see separate file)*
Attachment L-8

Assumptions

(see separate file)
## Attachment L-9

### List of DOE Contracts

Instructions: The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and critical subcontractors shall provide a listing on Attachment L-6 of all DOE prime contracts (including NNSA) currently being performed and/or for contracts that were completed within the last five years from the original solicitation issuance date. If the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), or critical subcontractors provide past performance information on predecessor companies that existed prior to any mergers or acquisitions, the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), or critical subcontractor shall also provide a list of DOE contracts for the predecessor companies. This includes contracts for which the Offeror or major/critical subcontractor was a member organization in a joint venture, LLC, or other similar entity as a prime Contractor to DOE.

<table>
<thead>
<tr>
<th>a. Contract Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>b. Contract Title:</td>
</tr>
<tr>
<td>c. Contractor Name:</td>
</tr>
<tr>
<td>d. Period of Performance:</td>
</tr>
</tbody>
</table>
### Work Performance Matrix

<table>
<thead>
<tr>
<th>PWS Sections</th>
<th>Company Names</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Offeror</td>
</tr>
<tr>
<td>All other PWS elements</td>
<td>-</td>
</tr>
<tr>
<td>Total</td>
<td>-</td>
</tr>
</tbody>
</table>

**Instructions:** The Offeror shall list itself (e.g., name of Offeror) and each critical subcontractor in the top row of the table above, and shall indicate the percentage of work to be performed by each company by PWS area (Offerors shall list the applicable PWS section in the far left column of the table above). Rows may be added or deleted to encompass all of the applicable PWS sections. There shall only be one column for the Offeror. Columns may be added or deleted if there are more or less than two critical subcontractors. Percentages shall be rounded to the nearest whole number. Typically each row should add up to 100%; however, in cases where the total is less than 100% because subcontractors other than those designated as critical are also performing work, Offerors shall include a note that explains why the total is less than 100%.
Attachment L-8

Cost Assumptions
Attachment L-9

Offeror's Proposed Accounting System Information

1. Is the accounting system in accordance with generally accepted accounting principles? Please explain.

Does the proposed accounting system provide for:

a. Proper segregation of direct costs from indirect costs? Please explain.

b. Identification of and accumulation of direct costs by contract? Please explain.

c. A logical and consistent method for allocation of indirect costs to intermediate and final cost objectives? (A contract is a final cost objective.) Please explain.

d. Accumulation of costs under general ledger control? Please explain.

e. A timekeeping system that identifies employees’ labor by intermediate or final cost objectives? Please explain.

f. A labor distribution system that charges direct and indirect labor to the appropriate cost objectives? Please explain.

g. Interim (at least monthly) determination of cost charged to a contract through routine posting of book of accounts? Please explain.

h. Exclusion from costs charged to Government contracts of amounts which are not allowable in terms of FAR Part 3, Contract Cost Principles and Procedures or other contract provisions? Please explain.

i. Identification of costs by contract line item and by units (as if unit or line items were a separate contract) if required by the proposed contract? Please explain.

j. Segregation of preproduction costs from production costs (if applicable)? Please explain.

Does the proposed Accounting System provide financial information:

a. Required by clauses concerning limitation of costs (FAR 52.232-20, Limitation of Cost) and/or limitation on payments (FAR 52.216-16, Incentive Price Revision—Firm Target)? Please explain.

b. Required to support request for progress payments? Please explain.

Is the proposed accounting system designed, and are the records maintained in such a manner, that adequate, reliable data are developed for use in pricing follow-on acquisitions? Please explain.

Is the accounting system currently in full operation? If not, describe which portions are:

(1) in operation; (2) set-up, but not yet in operation; (3) anticipated; or (4) nonexistent.
Attachment L-10

Cost Proposal Workbook
Attachment L-11

Small Business Subcontracting Tables

In addition to submitting a Small Business Subcontracting Plan, Offerors shall complete Section L, Attachment L-11, Small Business Subcontracting Tables.

Table 1: The Offeror shall provide a breakdown of the Offeror’s proposed goals and dollars, by small business category, expressed in terms of both a percent of TOTAL CONTRACT VALUE and a percent of TOTAL SUBCONTRACTED WORK. Offerors shall show the proposed subcontracting goals for the basic contract requirement and each option separately.

Table 2: The Offeror shall also list each proposed small business subcontractor, including DUNS number and CAGE code, the type of small business, and total costs being proposed/allocated to these small business concerns (by small business category) by PWS element, by Government fiscal year.

Table 1. Proposed Goals as a Percent of Subcontract Dollars and as a Percent of Total Contract Dollars

<table>
<thead>
<tr>
<th>Total Subcontracting for Base Period of Performance—Years 1–5</th>
<th>Firm Size and/or Small Business Socioeconomic Category</th>
<th>Percentage of Subcontract $</th>
<th>Percentage of Total Contract $</th>
<th>Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Total Subcontracting Planned to All Businesses</td>
<td>100%</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>b. Large Businesses</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>e. Small Businesses—(all socioeconomic groups)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>d. Veteran-Owned Small Business—(subset of e)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>e. Service-Disabled Veteran-Owned Small Business—(subset of e and d)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>f. HUBZONE—(subset of c)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>g. Small Disadvantaged Business—(subset of e)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>h. Women-Owned Small Business—(subset of e)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
</tbody>
</table>

Total Subcontracting for Option Period 1 of Performance—Years 6–7

<table>
<thead>
<tr>
<th>Firm Size and/or Small Business Socioeconomic Category</th>
<th>Percentage of Subcontract $</th>
<th>Percentage of Total Contract $</th>
<th>Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Total Subcontracting Planned to All Businesses</td>
<td>100%</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>b. Large Businesses</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>c. Small Businesses—(all socioeconomic groups)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>Firm Size and/or Small Business Socioeconomic Category</td>
<td>Percentage of Subcontract $</td>
<td>Percentage of Total Contract $</td>
<td>Dollars</td>
</tr>
<tr>
<td>------------------------------------------------------</td>
<td>-----------------------------</td>
<td>-------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>Total Subcontracting Planned to All Businesses</td>
<td>100%</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>Large Businesses</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
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<tr>
<td>Small Businesses (all socioeconomic groups)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
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<tr>
<td>Veteran-Owned Small Business (subset of c)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>Service-Disabled Veteran-Owned Small Business (subset of c and d)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>HUBZONE (subset of c)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>Small Disadvantaged Business (subset of c)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>Women-Owned Small Business (subset of e)</td>
<td>[Proposed]</td>
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<td>[Proposed]</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Name</th>
<th>DUNS/CAGE-Code</th>
<th>Type of Small Business</th>
<th>PWS Section(s)</th>
<th>Dollar Value*</th>
</tr>
</thead>
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<tr>
<td><strong>Total</strong></td>
<td><strong>TOTAL</strong></td>
<td><strong>TOTAL</strong></td>
<td><strong>TOTAL</strong></td>
<td><strong>TOTAL</strong></td>
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</table>

*Offer to insert columns to reflect total dollars for each Government Fiscal Year and a total for the 10-year contract period.
Part IV – Representations and Instructions

Section M

Evaluation Factors for Award
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(a) Conduct of acquisition.

(1) This acquisition will be conducted pursuant to the Federal Acquisition Regulation (FAR), Part 15 entitled, Contracting by Negotiation; Department of Energy Acquisition Regulation (DEAR), Part 915 entitled, Contracting by Negotiation; and the provisions of this solicitation.

(2) DOE has established a Source Evaluation Board (SEB) to evaluate the proposals submitted by Offerors in response to this solicitation. Proposal evaluation is an assessment of the proposal and the Offeror’s ability to perform the prospective contract successfully. Proposals will be evaluated solely on the factors specified in the solicitation by assessing the relative significant strengths, strengths, weaknesses, significant weaknesses, deficiencies, and cost and performance risks of each Offeror’s proposal against the evaluation factors in this Section M to determine the Offeror’s ability to perform the contract.

(3) The designated source selection authority will select an Offeror for contract award whose proposal represents the best value to the Government. The source selection authority’s decision will be based on a comparative assessment of proposals against all evaluation factors in the solicitation. The source selection authority may reject all proposals received in response to this solicitation, if doing so is in the best interest of the Government.

(b) Deficiency in proposal.

(1) A deficiency, as defined at FAR 15.001 entitled, Definitions, is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. No award will be made to an Offeror whose proposal is determined to be deficient.

(2) A proposal will be eliminated from further consideration before completing the Government’s complete evaluation if the proposal is deficient as to be unacceptable on its face. Deficiencies include any exceptions or deviations to the terms of the solicitation. A proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the material requirements of the solicitation, or if it does not substantially and materially comply with the proposal preparation instructions of this solicitation. Cursory responses or responses that merely repeat or reformulate the Performance Work Statement (PWS) will not be considered responsive to the requirements of the solicitation. In the event that a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.

(c) Responsibility. In accordance with FAR Subpart 9.1 entitled, Responsible Prospective Contractors, and DEAR Subpart 909.1 entitled, Responsible Prospective Contractors, the Procuring Contracting Officer (PCO) is required to make an affirmative determination of whether a prospective contractor is responsible. The PCO may, if necessary, conduct a preaward survey of the prospective contractor as part of the considerations in determining responsibility. In the absence of information clearly indicating that the otherwise successful Offeror is responsible, the PCO will make a determination of nonresponsibility and no award will be made to that Offeror; unless, the apparent successful Offeror is a small business and the Small Business Administration issues a Certificate of Competency in accordance with FAR Part 19.6 entitled, Certificates of Competency and Determinations of Responsibility.
(d) **Award without discussions.** In accordance with paragraph (f)(4) of the provision at FAR 52.215-1, *Instructions to Offerors – Competitive Acquisition*, the Government intends to evaluate proposals and award a contract without conducting discussions with Offerors. Therefore, the Offeror’s initial proposal shall contain the Offeror’s best terms from a cost or price and technical standpoint. The Government, however, reserves the right to conduct discussions if the PCO later determines them to be necessary and may limit the competitive range for purposes of efficiency.

(e) **Organizational conflicts of interest.** The Offeror is required by the Section K provision entitled, *Organizational Conflicts of Interest Disclosure*, to provide a statement of any past, present, or currently planned interests related to the performance of the work and a statement that an actual or potential conflict of interest or unfair competitive advantage does or does not exist in connection with the contract resulting from the solicitation. No award will be made to the apparent successful Offeror, if the PCO determines that a conflict of interest exists that cannot be avoided, neutralized, or mitigated.

(f) **Facility Clearance.** The Offeror is required by the provision at DEAR 952.204-73 entitled, *Facility Clearance*, to submit information related to its foreign interests. National Defense Authorization Act for Fiscal Year 1993, Public Law 102-484 § 836 prohibits the award of a DOE contract under a national security program to an entity controlled by a foreign government, unless a waiver is granted by the Secretary of Energy.


(a) DOE will evaluate the Offeror’s technical approach on the PWS elements specified in Table M-1 below for the Period of Performance Contract (base and option periods). DOE will evaluate the completeness, feasibility, and effectiveness of the Offeror’s technical approach for the specified PWS elements.

<table>
<thead>
<tr>
<th>PWS</th>
<th>Detailed Technical Approach</th>
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<tbody>
<tr>
<td>C.4.1.1.4</td>
<td>Electrical Planning</td>
</tr>
<tr>
<td>C.4.1.2.2</td>
<td>Water System Planning</td>
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<td>C.4.1.3.2</td>
<td>Sewer System Planning</td>
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<tr>
<td>C.4.4.1</td>
<td>Fire and Emergency Response Services</td>
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<tr>
<td>C.4.6.1.1</td>
<td>Strategic Planning, Governance, Enterprise Architecture, and Program Management</td>
</tr>
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<td>C.4.6.3.5</td>
<td>Industrial Control Systems/Supervisory Control and Data Acquisition</td>
</tr>
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<td>C.4.8.2</td>
<td>Conduct of Maintenance</td>
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<td>C.4.12.1</td>
<td>Engineering</td>
</tr>
<tr>
<td>C.4.12.6.1</td>
<td>Program Management and Integration</td>
</tr>
<tr>
<td>C.4.12.6.7</td>
<td>Project Management</td>
</tr>
<tr>
<td>C.4.12.7</td>
<td>Hanford Portfolio Analysis, Project Support and Independent Assessment</td>
</tr>
</tbody>
</table>
(a)(b) DOE will evaluate the Offeror’s technical understanding of the full PWS for the PWS elements not specified, quality, and effectiveness of the Offeror’s proposed technical approach to accomplishing the PWS stated in the solicitation with emphasis in Table M-1 for the entire Period of Performance contract (base and option periods) in the areas of Utilities and Infrastructure, Safeguards and Security, Emergencies and First Responders, Information Technology and Management, Integration, and Interface Management.

(a)(c) If the Offeror chooses not to apply the out-year cost profile factors for a static scope PWS element, DOE will evaluate the rationale and basis for not utilizing the out-year cost profile factor. If the Offeror chooses not to apply the out-year cost profile factors for a static scope PWS element, DOE will evaluate the completeness, feasibility, and effectiveness of the Offeror’s technical approach for that static scope PWS element. (b) DOE will evaluate the Offeror’s understanding and approach to the following Contractor Human Resource Management activities:

1. (0)(1) Management and administration of pension and benefit plans as described in Section H entitled, DOE-H-2001 Employee Compensation: Pay and Benefits (Oct 2014); and

2. (0)(2) Management of a large workforce, including Union represented and non-represented labor.

As part of its approach to (2) above, DOE will evaluate the Offeror’s understanding of the Service Contract Labor Standards (formerly entitled Service Contract Act), in particular Section 4(c), currently codified at 41 USC Chapter 67, and how it affects a Union represented workforce.

(c) DOE will evaluate the Offeror’s approach to managing Hanford Site Information Technology in order to achieve shrinking the Information Technology (IT) footprint (e.g., closing data centers) and creating a more agile system (e.g., advocates adaptive planning, evolutionary development, early delivery, and continuous improvement, and encourages rapid and flexible response to change). DOE will also evaluate the Offeror’s approach as it relates to effectiveness, efficiency and risk management.

(d) Subcontracting Approach and Commitment to Small Business Utilization. DOE will evaluate the Offeror’s approach to meet the requirement to subcontract at least 40 percent of the Total Contract Value (exclusive of the maximum value of the IDIQ CLINs) in a timely and effective manner. DOE will evaluate the Offeror’s approach to meet the requirement to subcontract at least 50 percent of the Total Subcontracted Work Contract Value (exclusive of the maximum value of the IDIQ CLINs) to small businesses, including subcontracting of in a timely and effective manner. DOE will evaluate the complexity and variety of the work SBs are proposed to perform. Further, DOE will evaluate the Offeror’s process for identifying meaningful work scope (as defined in Section H clause entitled, Subcontracted Work).

Exclusive of the requirements of PWS Section C entitled, DOE Small Business Procurement Pre-Award Support, DOE will evaluate the Offeror’s approach to supporting the development of scope that can be performance-based and performed by small business through subcontractors. DOE will evaluate the Offeror’s subcontracting approach including its decision process regarding use of subcontractors instead of performing the work itself and approach for managing subcontractors.

The Government will evaluate the extent of the Offeror’s commitment to utilize small business concerns and to support their development. The Government will evaluate the Offeror’s small business outreach, assistance, participation in the Mentor Protégé Program, counseling, and market research, and relevant purchasing procedures.
M.3 Evaluation Factor 2 – Key Personnel and Organization

(a) Key Personnel. DOE will evaluate the two (2) proposed key personnel required in Section L.1213 (a), and up to five (5) other proposed key personnel as allowed by Section L.1213 (a), along with the Offeror’s rationale for the Offeror’s non-required proposed key personnel positions and why they are essential to the successful performance of the contract. DOE will evaluate the proposed key personnel authority level and the extent to which each key personnel position will have access to corporate resources. DOE’s evaluation of the Program Manager will be the most important aspect of the evaluation of key personnel.

For each key personnel, there will be one (1) evaluation of suitability and qualifications and suitability for each proposal that will be evaluated using both the oral and written information, as detailed below.

Failure of the Offeror to propose the two (2) required key personnel positions or to confirm the availability of all key personnel as being assigned to the contract full-time and physically located on the Hanford Site or within the Tri-Cities and local surrounding areas, will adversely affect the Government’s evaluation of the proposal and may be considered a deficiency, making the proposal ineligible for award.

(b) Resume. The individuals proposed as key personnel will be evaluated on the degree to which they are qualified and suitable for the proposed position in relation to the work for which they are proposed to perform and areas of responsibility. The qualifications and suitability of the individual key personnel will be evaluated on the following:

(1) Experience. The key personnel will be evaluated on their relevant experience in performing work similar in scope, size, and complexity to the work required for their proposed position positions (i.e., scope – type of work; size – dollar value and contract duration; and complexity – performance challenges and leadership roles).

(2) Demonstrated performance. The key personnel will be evaluated on their record of past success, including leadership and other accomplishments. DOE will also evaluate in performing work of similar scope, size, and complexity to that required for their proposed positions, as demonstrated through the qualifications and suitability of their reference checks.

(3) Education. The key personnel will be evaluated on their education, specialized training, and certifications, and licenses.

(b) DOE may contact references of key personnel and previous employers to verify the accuracy of the information contained in the resume and to further assess the qualifications and suitability of proposed key personnel.

(c) Failure of the Offeror to provide a letter of commitment as prescribed in Section L.12 (c), for each individual proposed as a key personnel will adversely affect the Government’s evaluation of the proposal and may be considered a deficiency.

(d) Oral Presentation – Key Personnel. The Offeror’s key personnel, both individually and as a team, will be evaluated on their problem-solving ability as demonstrated during analysis of the problem, their preparation of a response for and presentation of the response to the problem-solving exercise provided by DOE. The key personnel will be evaluated on their demonstrated leadership, teamwork, communications, and problem-solving capabilities both
individually and as a team. The Program Manager will be evaluated individually also on their leadership and effective utilization of the key personnel team during the problem-solving exercise(s).

(c) Oral Interview—Program Manager. The Offeror’s Program Manager will be evaluated for qualifications and suitability, including leadership capability, for the proposed position as demonstrated during the oral interview.

(f) Organization.

(1) Organization chart. DOE will evaluate the Offeror’s proposed organization depicting the major functional areas that the Offeror considers essential for the management and performance of work, including contract transition. DOE will evaluate the Offeror’s organization levels depicted on the Offeror’s organization chart (e.g., working and reporting lines, divisional relationships, management layers, chain of command) and how they align and correlate to the proposed rationale for the organizational structure, and the proposed roles, responsibilities, and lines of authority.

(2) Rationale for organizational structure. DOE will evaluate the Offeror’s rationale for the proposed organizational structure in relation to the work to be performed and how the organizational structure will contribute to the successful accomplishment of the work in accordance with the proposed technical approach. DOE will evaluate how the organizational structure correlates to the PWS, the PWS work breakdown structure, and the Offeror’s approach to execute the work. If Critical Subcontractors or other performing entities are proposed, DOE will evaluate how their performance will be integrated with the Offeror’s organizational structure.

(3) Roles, responsibilities and lines of authority. DOE will evaluate the clarity and effectiveness of the proposed roles, responsibilities, and lines of authority for all PWS elements and for the major functional areas identified on the organizational chart, including lines of authority between the Offeror’s organizational elements or specific individuals (including proposed key personnel), as applicable, and its critical subcontractors, and any other performing entities, as applicable.

Rationale for organizational structure. 

(4) Communication and interface. DOE will evaluate the clarity and effectiveness of the Offeror’s rationale for the proposed organizational structure in relation to the PWS in accordance with the proposed technical approach and understanding to communication and interface with internal organizations, critical subcontractors, other performing entities, and outside entities including DOE, other DOE contractors and subcontractors, regulatory agencies, state and local governments, the public, and other entities.

(5) Offeror entity. If the Offeror is a limited liability company (LLC), joint venture or other similar entity, DOE will evaluate how the Offeror will operate its multi-member and/or shared ownership to include who will employ the Offeror’s rationale for the proposed workforce, e.g., Offeror, parent, or team member companies, and how that workforce will be managed.

(6) Critical Subcontractors. DOE will evaluate the proposed use of critical subcontractors that will perform a portion of the work, including the rationale between subcontracting and self-performance of work by subcontractors, as opposed to, and the approach for integrating and controlling each performing entity within the overall work to be performed.
(2) Corporate governance. DOE will evaluate the clarity and effectiveness of the Offeror’s own employees’ corporate governance approach to provide oversight of performance to ensure successful performance of the contract, and to provide monitoring of performance and resolution of issues, including visibility and communication with DOE.

(g) Workforce recruitment and retention. The Offeror will be evaluated on its approach to ensuring an adequate workforce is available with the appropriate skills and qualifications necessary to safely and effectively accomplish the work over the term of the contract. DOE will evaluate the Offeror’s approaches to recruit, train, and maintain its workforce, including fluctuations in workload; as well as the source of the Offeror’s personnel.


(a) Offeror. The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), will be evaluated on its recent and relevant experience performing work similar in scope, size, and complexity to the requirements of the PWS. Similar scope, size, and complexity are defined as follows: scope — type of work (e.g., work as identified in the PWS); size — dollar value (including total value and approximate average annual value) and contract period of performance; and complexity — performance challenges and risk (e.g. rigorous safety and quality assurance requirements, providing support to a complex nuclear and regulatory environment, management and integration as a prime contractor at a large Government site with multiple government contractors, management of a multi-disciplined workforce that includes unions performing various aspects of a contract, volatile Government priorities and technical requirements, budget fluctuations, and integration and coordination with stakeholders). DOE will evaluate relevant experience information for contracts that are currently being performed and/or for contracts that were completed within the last three years from the solicitation issuance date.

(b) Critical Subcontractor(s). The Offeror’s proposed critical subcontractor(s) as defined in Section L.8 (a) (2) will be evaluated on their recent and relevant experience, in performing work similar in scope, size, and complexity to that proposed to be performed by that critical subcontractor.

(c) Newly formed entity and predecessor companies. If the Offeror is a newly formed entity with no relevant experience for its team members as defined in FAR 9.601(1), the evaluation of relevant experience will be based on the experience of its parent organization(s). Relevant experience resulting from mergers and acquisitions and/or predecessor companies may also be considered.

(d) Work to be performed. The Government will evaluate the Offeror’s discussion of the relevancy of the experience provided to the proposed acquisition and to the work that is proposed to be performed by each individual entity. Specific cross references shall be made between the applicable sections of the PWS, the work to be performed by each entity, and the experience of the entity performing the work. DOE will evaluate the Offeror and all members of a teaming arrangement, as defined in FAR 9.601(1), in accordance with the work each is proposed to perform and the entire PWS, as the Offeror will be responsible for performance of the entire PWS. Critical subcontractors will be evaluated in relation to the work they are proposed to perform.

(e) Work Performance Matrix. Failure of the Offeror to provide consistency between the completed Attachment L-3, Past Performance and Experience Reference Information Forms and Attachment L-7, the completed Work Performance Matrix, may adversely affect the Government’s evaluation of the proposal.

(a) Offeror. The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), will be evaluated on the recency, relevancy, and favorability of the past performance information obtained for the Offeror performing work similar in scope, size, and complexity to the requirements of the PWS to assess the Offeror’s potential success in performing the work required by the contract. Similar scope, size, and complexity are defined as follows:

- **Scope** – type of work (e.g., work as identified in the PWS);
- **Size** – dollar value (including total value and approximate average annual value) and contract period of performance;
- **Complexity** – performance challenges and risk (e.g., rigorous safety and quality assurance requirements, providing support into a complex nuclear and regulatory environment, management and integration as a prime contractor at a large Government site with multiple Government contractors, management of a multi-disciplined workforce that includes unions performing various aspects of a contract, volatile Government priorities and technical requirements, budget fluctuations, and integration and coordination with stakeholders).

Additionally, the recency and relevancy of the information, source of the information, context of the data, and general trends in contractor performance will be considered in the evaluation. DOE will evaluate past performance information for contracts that are currently being performed and/or for contracts that were completed within the last five (5) years from the original solicitation issuance date. The Government will not apportion past performance differently amongst relevance of the work described to the PWS, the greater the consideration that may be given. Additionally, more recent relevant past performance information may also be given greater consideration. All members of a Contractor’s Team Arrangement offeror’s teaming arrangement, as defined in FAR 9.601(1), on a past performance contract, will be evaluated the same as its partner(s), as each entity is considered to be responsible for the overall performance of the on-going or prior contract. All partner companies on past performance contracts that have teamed for the purposes of this solicitation; all parent companies will be equally credited (positively and negatively) for past performance. However, relevancy determinations on a past performance contract may differ depending upon what scope each entity is proposed to perform.

(b) Critical Subcontractors. The Offeror’s proposed critical subcontractors as defined in Section L.8(a)(2) will be evaluated on the recency, relevancy, and favorability of the past performance information obtained for the critical subcontractor performing work similar in scope, size, and complexity to that proposed to be performed by that critical subcontractor.

(c) Newly Formed Entity and Predecessor Companies. The evaluation of past performance for the Offeror, and any critical subcontractors that are established as separate corporate entities solely to perform this contract, may be based on the past performance of its parent organization(s), member organizations in a joint venture, LLC, or other similar or affiliated companies, provided the Offeror’s proposal demonstrates the resources of the parent, member, or affiliated company will be provided or relied upon in contract performance such that the parent, member, or affiliate will have meaningful involvement in contract performance. Meaningful involvement means the parent, member or affiliate will provide material, supplies, equipment, personnel or other tangible assets to contract performance; or how the common parent will utilize the expertise, best practices, lessons-learned or similar
resources from the affiliate to affect the performance of the Offeror. Past performance information from predecessor companies that existed prior to any mergers or acquisitions may also be considered where the Offeror’s proposal demonstrates such performance reasonably can be predictive of the Offeror’s performance.

(c) Newly formed entity and predecessor companies. If the Offeror is a newly formed entity with no record of relevant past performance for its team members as defined in FAR 9.601(1), the evaluation of past performance will be based on the past performance of its parent organization(s). Past performance information resulting from mergers and acquisitions and/or predecessor companies may also be considered.

(b)(d) Work to be Performed Performance Matrix. Failure of the Offeror to provide consistency between the completed Attachment L-3, Past Performance and Experience Reference Information Forms and Attachment L-7, the completed Work Performance Matrix may adversely affect the Government’s evaluation of the proposal. DOE will evaluate the Offeror and all members of a teaming arrangement, as defined in FAR 9.601(1), and any critical subcontractors, in accordance with the work each entity is proposed to perform. The recency and relevancy and the entire PWS, as the Offeror will be responsible for performance of the information and general trends in contractor performance will be considered in the evaluation. The higher the degree of relevance of entire PWS, Critical subcontractors will be evaluated in relation to the work, the greater the consideration that may be given. Additionally, more recent relevant past performance information may also be given greater consideration they are proposed to perform.

(e) No Record of Past Performance. If the Offeror or critical subcontractor(s) do not have a record of relevant past performance or if information is not available, the Offeror or critical subcontractor(s) will be evaluated neither favorably nor unfavorably.

(f) Sources of past performance information/close at hand information. The Government will consider past performance information provided by the Offeror and other available information. The Government may contact any or all of the references provided by the Offeror and will consider such information obtained in its evaluation. The Government may also consider past performance information from sources other than those provided by the Offeror, such as commercial and government clients, government records, regulatory agencies, government databases such as the Government’s Past Performance Information Retrieval System (PPIRS), and may also consider close at hand information. The Government will only evaluate past performance information for work it considers at least somewhat relevant to the acquisition in terms of similar in scope, size, and complexity, as defined above in paragraph (a), and within the timeframe specified, as defined above in paragraph (a).

(g) Performance information. The Offeror will be evaluated on challenges and problems encountered during performance of the provided reference contracts, the actions initiated taken by the Offeror to address these matters, and the effect the actions had on the performance of the contract. In addition, any recognized accomplishments the Offeror has received on the reference contracts will be considered. The Offeror will also be evaluated on Occupational Safety and Health Administration (OSHA) safety statistics (e.g., OSHA Days Away, Restricted or Transferred (DART) cases) and Total Recordable Cases, Case (TRC) and DOE enforcement actions, and/or worker safety and health, nuclear safety, and/or classified information security incidents or notifications posted to the DOE Office of Enterprise Assessments website (https://energy.gov/ea/information-center/enforcement-infocenter) and corrective actions taken to resolve those problems. The Government will only evaluate past performance information for work it considers at least
somewhat relevant to the acquisition in terms of similar scope, size, and complexity, as defined above in paragraph (a), and within the timeframe specified, as defined above in paragraph (a). The Government will only evaluate past performance information on work determined to be at least somewhat relevant to the acquisition in terms of similar scope, size, and complexity, as defined above in paragraph (a).

(h) Sources of Past Performance Information/Close at Hand Information. The Government will consider past performance information provided by the Offeror and other available information. The Government may contact any or all of the references provided in the Past Performance Reference Information Form by the Offeror and will consider such information obtained in its evaluation. The Government may also consider past performance information from sources other than those provided by the Offeror, such as commercial and Government clients, Government records, regulatory agencies, Government databases, such as the Government’s Past Performance Information Retrieval System, and may also consider “close at hand” information. The Government will only evaluate past performance information for work it considers at least somewhat relevant to the acquisition in terms of similar scope, size, and complexity, as defined above in paragraph (a), and within the timeframe specified, as defined above in paragraph (a).

(i) List of DOE Contracts. The Government will consider the information provided per Attachment L-9, List of DOE Contracts, of the DOE prime contracts (including the National Nuclear Security Act) currently being performed and/or for contracts that were completed within the last five (5) years from the original solicitation issuance date. The Government will only evaluate past performance information on work determined to be at least somewhat relevant to the acquisition in terms of similar scope, size, and complexity, as defined above in paragraph (a).

The Government will only evaluate past performance information for work it considers at least somewhat relevant to the acquisition in terms of similar scope, size, and complexity, as defined above in paragraph (a).

M.6M.5 Evaluation Factor – Cost and Fee

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

DOE will evaluate the Offeror’s cost proposal for realism. The evaluation of cost realism includes an analysis of specific elements of the Offeror’s proposed cost to determine whether the proposed estimated cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the methods of performance and materials described in the Offeror’s Technical Proposal. Based on its review, DOE will determine a probable cost to the Government as prescribed by FAR 15.404-1(d).
The total evaluated price will be calculated by combining the most probable cost for the Cost Reimbursable (CLIN 0001) and Cost-Plus-Award-Fee cost type CLINs (CLINs 0004, 1004, 2004, 0005, 1005, 2005, 0006, 1006, and 2006), total available award fee proposed, and the DOE provided amounts for the Cost Reimbursable and Indefinite Delivery/Indefinite Quantity CLINs (CLINs 0002, 1002, 2002, 0003, 1003, 2003, 0007, 1007, 2007, 0008, 1008, and 2008) shown in Table B-2 entitled, Total Estimated Contract Costs and Fee By Period of Performance. The most probable cost excludes the Usage-Based Service Reimbursement from Other Hanford Contractors (Offset CLINs 0006, 1006, and 2006). The total evaluated price will be used in determining the best value analysis for purposes of selecting an Offeror for award of a contract.

Specifically, DOE to the Government. The UBS Reimbursement from OHCs (offset CLIN 0006) will perform not be part of the following evaluated price.

- **CLIN 0001 (Cost Reimbursable, no fee):** DOE will perform a cost realism evaluation of each Offeror’s proposed cost to determine the most probable cost.

- **CLINs 0002, 1002, 2002, 0003, 1003, and 2003 (Cost Reimbursable, no fee):** DOE will evaluate each Offeror’s cost proposal to ensure that it includes the DOE provided amounts.

- **CLINs 0004, 1004, 2004, 0005, 1005, and 2005, 0006, 1006, and 2006 (Cost-Plus-Award-Fee):** DOE will perform a cost realism evaluation of each Offeror’s proposed cost and fee to determine the most probable cost. If the Offeror applies the DOE provided out-year cost profile factors for the identified static scope, DOE will evaluate each Offeror’s cost proposal to ensure that it includes appropriate application of the DOE provided out-year cost profile factors.

- **CLINs 0006, 1006, and 2006 (Cost-Plus-Award-Fee):** DOE will evaluate each Offeror’s cost proposal to ensure that it includes appropriate allocation of costs according to the allocation percentages provided in the Section L, Attachment L-7, ‘Allocation Spreadsheet’ tab.

- **CLINs 0007, 1007, 2007, 0008, 1008, and 2008 (Indefinite Delivery/Indefinite Quantity):** DOE will evaluate each Offeror’s cost proposal to ensure that it includes the DOE provided amounts.

DOE will also perform a technical analysis of the *Volume III, Cost and Fee Proposal*, and consider this analysis in the evaluation of Volume II, *Technical and Management Proposal*, and as part of the evaluation of Volume III, *Cost and Fee Proposal*. As part of the technical analysis of the Cost and Fee Proposal, DOE will evaluate traceability between proposal volumes and errors and omissions in the Volume III proposal, and other problem areas in the Volume III proposal.

An unreasonable, unrealistic, or incomplete *Volume III, Cost and Fee Proposal*, and/or inconsistencies between the *Volume III, Cost and Fee Proposal*, may be evidence of the Offeror’s lack of, or poor understanding of, the requirements of the PWS and the Volume thus may adversely affect the rating under the appropriate criterion of the Offeror’s *Volume II, Technical and Management Proposal*.

Inconsistencies between the Cost and Fee Proposal, and the Technical and Management Proposal may indicate a poor understanding of the PWS requirements and may negatively impact an Offeror’s evaluation and appropriate criterion rating of the Offeror’s *Volume II, Technical and Management Proposal*. Should the Government determine that inconsistencies exist or that the Offeror appears to lack an understanding of the requirements; such inconsistency or apparent lack of understanding may result in an adjustment to the Offeror’s proposed costs and/or may result in adverse evaluations of the Technical Approach and Key Personnel/Key personnel and Organization factors. In addition, as stated above, a
The proposal may be deemed unacceptable if it does not substantially and materially comply with the proposal preparation instructions. The Offeror has the responsibility to fully document its cost proposal and provide clear traceability to the PWS elements. DOE may adjust an Offeror’s proposed cost as part of its cost realism analysis if the Offeror does not adequately provide this documentation and traceability. 

As part of the evaluation, DOE will also review information to assist in the determination of responsibility in accordance with FAR Part 9.

Offerors that propose a Total Available Fee outside the fee range specified in Section L Provision entitled, Proposal Preparation Instructions – Volume III, Cost and Fee Proposal, may will be deemed ineligible for award.

DOE-M-2011 Relative Importance of Evaluation Factors (Oct 2015)

(a) The relative importance of the evaluation factors for the Technical and Management Proposal, (Volume II), are listed below:

(1) Technical Approach,
(2) Key Personnel and Organization, and
(3) Experience
(4) Past Performance.

Technical Approach is more important than Key Personnel and Organization; Technical Approach and Key Personnel and Organization, both separately and combined, are significantly more important than Experience and Past Performance. Experience and Past Performance are equal in importance.

The evaluation factors for the Technical and Management Proposal, (Volume II), when combined, are significantly more important than the total evaluated price (Volume III).

The evaluation factors applicable to this solicitation is identified and described in this and other provisions of this Section M. The descriptive elements of each evaluation factor will be considered collectively in arriving at the evaluated rating of the Offeror’s proposal for that evaluation factor. Areas within an evaluation factor are not sub-factors and will not be individually rated, but will be considered in the overall evaluation for that particular evaluation factor.

FAR 52.217-5, Evaluation of Options (Jul 1990)

Except when it is determined in accordance with FAR 17.206(b), entitled, Evaluation, (evaluation not in the Government’s best interests), the Government will evaluate Offerors for award purposes by adding the total price for all options (except for the option allowed by the Section I clause, FAR 52.217-8 entitled, Option to Extend Services) to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

DOE-M-2012 Basis for Award (Oct 2015)

The Government intends to award one contract to the responsible Offeror whose proposal is determined to be the best value to the Government. Selection of the best value to the Government will be achieved through a process of evaluating each Offeror’s proposal against the evaluation factors described above. The evaluation factors for the Technical and Management Proposal will be adjetively rated. The Cost/Price evaluation factor will not be rated, however the evaluated price will be used in determining the “best value” to the Government. The Government is more concerned with obtaining a superior Technical and Management Proposal than making an award at the lowest evaluated price.
However, the Government will not make an award at a price premium it considers disproportionate to the benefits associated with the evaluated superiority of one Offeror’s Technical and Management Proposal over another. Thus, to the extent that Offerors’ Technical and Management Proposals are evaluated as close or similar in merit, the evaluated price is more likely to be a determining factor in selection for award.