

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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B.1 TYPE OF CONTRACT - ITEMS BEING ACQUIRED

- (a) This is a performance based contract that includes Cost-Plus-Incentive-Fee (CPIF) Contract Line Item Numbers (CLINs) with hybrid fee structures for both CPIF and milestone fees; and Cost-Plus-Fixed-Fee (CPFF) CLIN. The Contractor shall be responsible for planning, managing, integrating, and executing the work as described in Section C, Performance Work Statement (PWS). The Contractor shall furnish all personnel, facilities, equipment, supplies, and services (except as furnished by DOE) and otherwise do all the things necessary for performing in a safe, efficient, and effective manner.
- (b) This contract contains the following CLINs:

CLIN	CLIN Title	PWS Section(s)
CLIN 00001 BASE WORK:		
00001	TARGET ICP-CORE DOE MISSION WORK (CPIF)	C.3.1-.2; C.4.1; C.4.2; C.4.3.01-.05; C.5.1; C.5.2; C.5.3.01-. 0506 ; C.5.3.07 ; C.5.5.01-.02; C.5.8; C.6.2; C.6.3; C.6.4; C.7.1; C.7.2; and C.8. 1-.24-.0
CLIN 00001 OPTION WORK:		
00001a	ADDITIONAL GROUNDWATER MONITORING WELLS – CFA LANDFILL	C.4.3.06
00001b	ADDITIONAL GROUNDWATER MONITORING WELLS – TAN GROUNDWATER REMEDIATION	C.4.3.07
00001c	LEGACY EXCESS RADIOACTIVE/HAZARDOUS MATERIALS DISPOSAL	C.5.5.03
00001d	RCRA CLOSURE OF AMWTP FACILITIES	C.5.6. 04
00001e	ADDITIONAL TEMPORARY CH-TRU STORAGE	C.5.7. 04
00001f	RH-TRU LOT 11 OPTION WORK	C.5.3. 0607
<u>00001g</u>	<u>RH TRU Lot 12 OPTION WORK</u>	<u>C.5.3.08</u>
CLIN 00002 – 00005 BASE WORK:		
00002	TARGET ICP-CORE NAVAL NUCLEAR PROPULSION PROGRAM (NNPP) PIECES, PARTS, FINES (PPF) (CPIF)	C.5.4
00003	NON-TARGET ICP-CORE NNPP SPENT NUCLEAR FUEL (SNF) WORK (CPFF)	C.7.3. 04
00004	TRANSITION PERIOD	C.2.0
00005	DEFINED BENEFIT PENSION PLAN COSTS	<u>C.8.6</u>
CLIN 00006 OPTION WORK:		
00006	INTEGRATED WASTE TREATMENT UNIT (IWTU) OPERATIONS AND TURNOVER	C.6.1. 04

(c) CLIN Descriptions, Base Work:

CLIN 00001 – TARGET ICP-CORE DOE MISSION WORK SCOPE (BASE):

This will be a CPIF CLIN that includes a hybrid fee structure for both CPIF and milestone fee driven by regulatory and court ordered requirements.

CLIN 00002 – TARGET ICP-CORE NNPP PPF WORK SCOPE:

This will be a CPIF CLIN that includes ~~that includes~~ a hybrid fee structure for both CPIF and milestone fee. This CLIN will be entirely funded by NNPP for the work scope identified in the PWS section C.5.4.

CLIN 00003 – NON-TARGET ICP-CORE NNPP SNF WORK SCOPE:

This will be a CPFF CLIN. This CLIN will be entirely funded by NNPP for the work scope identified in the PWS section C.7.3.04.

CLIN 00004 – CONTRACT TRANSITION PERIOD:

See Section C, PWS C.2.0. The Contract Transition Period is anticipated to be a period beginning with issuance of the Notice to Proceed (NTP). The Transition Period is estimated to be 90 days. There is no fee for the Contract Transition Period.

CLIN 00005 – DEFINED BENEFIT PENSION PLAN COSTS:

Defined Benefit Pension Plan costs are not included in CLINs 00001, 00002, 00003 or 00004; and are reimbursed on the basis of actual costs billed to the contractor, applied fee is not applicable.

(d) CLIN 00001 Priced Option Work Descriptions (~~7 options~~):

The following priced options will become part of the CLIN 00001 target cost and fee, and the Contract Performance Ceiling (Refer to B.8(c)), if exercised.

CLIN 00001a – ADDITIONAL GROUNDWATER MONITORING WELLS – CFA LANDFILL: See Section C, PWS C.4.3.06. The Contractor shall abandon three existing monitoring wells and install three new monitoring wells for the CFA Landfill monitoring.

CLIN 00001b – ADDITIONAL GROUNDWATER MONITORING WELLS – TAN GROUNDWATER REMEDIATION: See Section C, PWS C.4.3.07. The Contractor shall also install three new monitoring wells for the TAN Groundwater Remediation.

CLIN 00001c – LEGACY EXCESS RADIOACTIVE/HAZARDOUS MATERIALS: See Section C, PWS C.5.5.03. The Contractor shall process and dispose of all Legacy Excess Radioactive/Hazardous Materials (excluding depleted uranium pucks) and the entire Sodium Component Maintenance Shop (SCMS) Backlog. For the depleted uranium pucks generated by Experimental Breeder Reactor II spent nuclear blanket fuel processing, the Contractor shall perform an

evaluation of the waste stream and provide a recommended disposal path, along with an estimated cost, to DOE.

CLIN 00001d – RCRA CLOSURE OF AMWTP FACILITIES: See Section C, PWS C.5.6.~~01~~. The Contractor shall perform a RCRA closure for AMWTP facilities excluding WMF-602, 610, 618, 628, ~~634~~, 635, ~~and 636~~, and type II storage modules (WMF-629 – 633).

CLIN 00001e – ADDITIONAL TEMPORARY CH-TRU STORAGE: See Section C, PWS C.5.7.~~01~~. The Contractor shall construct ~~one~~^{two} 15,000 drum equivalent storage ~~facilities~~ facility to address storage of waste while WIPP remains closed.

CLIN 00001f – RH WASTE LOT 11 OPTION WORK: See Section C, PWS C.5.3.~~06~~⁰⁷. The Contractor shall operate the RH Waste program in accordance with PWS sections C.5.3.01 RH-TRU Retrieval, C.5.3.02 RH-TRU Characterization and Certification, C.5.3.03 RH-TRU Treatment, C.5.3.04 RH-TRU Storage and Movement, and C.5.3.05 RH-TRU Packaging and Transportation for a portion of Lot 11 (Legacy RH-M/LLW), under the CH-ANL-180RH waste stream ID stored in 24-in RSWF Liners. The Contractor shall operate the RH-TRU program in accordance with PWS sections C.5.3.02 RH-TRU Characterization and Certification, C.5.3.03 RH-TRU Treatment, and C.5.3.04 RH-TRU Storage and Movement for a portion of Lot 11 (Legacy RH Treatment and Disposal), under the CH-ANL-180RH waste stream for the 24 in RSWF Liner waste type.

CLIN 00001g – RH WASTE LOT 12 OPTION WORK: See Section C, PWS C.5.3.08. The Contractor shall operate the RH Waste program in accordance with PWS sections C.5.3.01 RH-TRU Retrieval, C.5.3.02 RH-TRU Characterization and Certification, C.5.3.03 RH-TRU Treatment, C.5.3.04 RH-TRU Storage and Movement, and C.5.3.05 RH-TRU Packaging and Transportation for Lot 12 (Newly Generated RH M/LLW and MTRU Waste) per Exhibit C-12, Lot 12 – Newly Generated RH-TRU and MTRU Waste.

(e) CLIN 00006 Priced Option Work Description:

CLIN 00006 – INTEGRATED WASTE TREATMENT UNIT (IWTU) OPERATIONS AND TURNOVER: This will be a Cost Reimbursable CLIN with fee earned on a per unit basis whereby the unit equates to a gallon of sodium bearing waste treated. See Section C, PWS C.6.1.~~01~~.

B.2 CONTRACT COST AND FEE SCHEDULE

(a) The estimated cost and fee of the contract CLINS are set forth below:

CLIN	CLIN Description	Dollar Value		
		Target Cost	Target Fee (NTE 10% 7%)	Max Fee (NTE 15%)
00001	Target ICP-Core DOE Mission Work (Base)			
00001	Target ICP-Core DOE Mission Work	[Contractor Fill-In]	[Contractor Fill-In]	[Contractor Fill-In]
	Priced Options	Target Cost	Target Fee (NTE 10%)	Max Fee (NTE 15%)
00001a	Groundwater Monitoring Wells/CFA Landfill	[Contractor Fill-In]	[Contractor Fill-In]	[Contractor Fill-In]
00001b	Groundwater Monitoring Wells/TAN Groundwater Remediation	[Contractor Fill-In]	[Contractor Fill-In]	[Contractor Fill-In]
00001c	Legacy Excess Radioactive/Hazardous Materials	[Contractor Fill-In]	[Contractor Fill-In]	[Contractor Fill-In]
00001d	RCRA Closure of AMWTP Facilities	[Contractor Fill-In]	[Contractor Fill-In]	[Contractor Fill-In]
00001e	Additional Temporary Storage	[Contractor Fill-In]	[Contractor Fill-In]	[Contractor Fill-In]
00001f	RH TRU Lot 11 Option Work	[Contractor Fill-In]	[Contractor Fill-In]	[Contractor Fill-In]
<u>00001g</u>	<u>RH TRU Lot 12 Option Work</u>	<u>[Contractor Fill-In]</u>	<u>[Contractor Fill-In]</u>	<u>[Contractor Fill-In]</u>
00001 (Total)	Target ICP-Core DOE Mission Work + Options 1a- f <u>g</u>	[Contractor Fill-In]	[Contractor Fill-In]	[Contractor Fill-In]
00002	Target ICP Core NNPP PPF Work	Target Cost	Target Fee (NTE 10% NTE 7%)	Max Fee (NTE 15%)
00002	NNPP PPF (RH-TRU LOT 10)	[Contractor Fill-In]	[Contractor Fill-In]	[Contractor Fill-In]
00003	Non-Target ICP-Core NNPP SNF Work Scope			
00003	NNPP SNF			
	Estimated Cost		[Contractor Fill-In]	
	Fixed Fee (NTE 7% of the total CLIN 00003 Estimated Cost)		[Contractor Fill-In]	
00004	Contract Transition Period			
	Estimated Transition Cost		[Contractor Fill-In]	
00005	Defined Benefit Pension Plan Costs			
			[\$70.9M]	
00006	IWTU Operations and Turnover (Priced Option)			
	Estimated Cost		[Contractor Fill-In]	
	Fixed Fee Per Unit (unit = gallon of sodium bearing waste treated)		[Contractor Fill-In]	
	Total Fee		[Contractor Fill-In]	

- (b) The total cost of the contract is: \$(Contractor Fill-In) (the sum of CLIN 00001 (including options) target cost, CLIN 00002 target cost, CLINs 00003 and 00004 estimated cost, CLIN 00005 Government provided cost, and CLIN 00006 estimated cost).
- (c) The total maximum fee of the contract is: \$(Contractor Fill-In) (the sum of CLIN 00001 Maximum Fee, including options, CLIN 00002 Maximum Fee, CLIN 00003 Fixed Fee, and CLIN 00006 Total Fee). The total maximum fees for CLINs 00001 and 00002 shall not exceed 15% of the target cost for each of these two CLINs respectively. The fixed fee for CLIN 00003 shall be calculated separately and shall not exceed 7% of the estimated cost for CLIN 00003. The total fee for CLIN 00006 shall be calculated separately on a per unit basis and shall not exceed \$8.00 of fixed fee per unit, NTE 12.5% of the estimated cost. Therefore, the total maximum fee for the contract shall equal NTE 15% of the target cost of CLIN 00001, including options, plus NTE 15% of the target cost of CLIN 00002 plus NTE 7% of the estimated cost for CLIN 00003 plus the total fee for CLIN 00006.
- (d) The target fee and maximum fee percentages for Option CLINs 00001a – 00001g shall be consistent with the target fee and maximum fee percentages for the base work in CLIN 00001.

B.3 CLIN 00001 – COST INCENTIVE, SCHEDULE MILESTONES, ANNUAL MILESTONES AND PERFORMANCE INCENTIVES FEE ALLOCATIONS AND CALCULATIONS

- (a) For the purpose of the CLIN 00001 Base Work fee structure, the Total Fee includes the Cost Incentive, and all of the Schedule Milestones, Annual Milestones and Performance Incentives. Minimum Fee is \$0.

The Cost Incentive, Schedule Milestones, Annual Milestones and Performance Incentives are based on meeting contract requirements. The acceptance criteria and definitions ~~and acceptance criteria~~ for each of the Schedule Milestones, Annual Milestones and Performance Incentives are described in Section B.3, paragraph (f). The current Schedule Milestones (SM-1 through SM-6), Annual Milestones (AM-1 through AM-4) and Performance Incentives (PI-1 through PI-4~~3~~) are comprised of the CLIN 00001 Base Work. If the contract is modified and/or options are exercised under CLIN 00001, the allocation of fee dollar values will be determined at that time.

- (b) If DOE does not provide adequate assets to the Contractor to ship the waste out of the state of Idaho within the contract period, the parties will re-negotiate the remaining portion of the 20% shipping fee for AM-1 and AM-2; the entire fee portion for AM-4; and the remaining portion of the 20% shipping fee for PI-1 and PI-2 if the waste was certified on time in accordance with the AM-1, AM-2, PI-1 and PI-2 acceptance criteria and definitions.

- (c) **Cost Incentive Fee for CLIN 00001:**

- i. Fee Allocation: The maximum available fee for the Cost Incentive equates to 35% of the total Maximum Fee for CLIN 00001.
- ii. Fee Calculation: As specified in FAR 52.216-10, Incentive Fee, ~~the~~ cost incentive fee payable under CLIN 00001 shall be the target fee
 - (A) increased by twenty (20) cents for every dollar that the total allowable cost is less than the target cost (subject to the maximum fee limitation specified in Section B.3 (b)(i) above for work performed); or
 - (B) decreased by twenty (20) cents for every dollar that the total allowable cost exceeds the target cost ~~as specified in FAR 52.216-10, Incentive Fee~~.

(d) Schedule Milestones, Annual Milestones and Performance Incentive Fee for CLIN 00001:

- i. Fee Allocation: Sixty five percent (65%) of the total Maximum Fee for CLIN 00001 is allocated to Schedule Milestones, Annual Milestones and Performance Incentives. ~~The percentage of the Maximum Fee for each Schedule Milestone, Annual Milestone and Performance Incentive is shown in the tables below.~~ The 65% total fee allocation is further broken down into an individual allocation percentage (i.e. weighting) for each specific Schedule Milestone, Annual Milestone and Performance Incentive in accordance with the ICP-Core CPIF Hybrid Fee Model.
- ii. **Schedule Milestones Fee Calculation:**
The Schedule Milestone Fee dollars from the Maximum Fee amount (i.e. early max fee date achievement through the ~~no-min~~ fee date) to the Min Fee amount will be calculated on a sliding scale per calendar day basis. The day after the Min Fee date the Contractor earns zero fee.
- iii. **Annual Milestones Fee Calculation:**
Included with the Annual Milestones are rates based on the quantity of waste dispositioned, acreage of buried waste exhumed, and annual work completed. The annual milestones will be based on contractor performance over a 12 month period starting from the contract effective date, which may not coincide with the Government fiscal year.
- iv. **Performance Incentives Fee Calculation:**
The Performance Incentives (PI) for PI-1 and PI -2 must be met in their entirety to earn the incentive fee ~~for each PI~~. The Contracting Officer has discretion for the degree of the fee reduction up to the maximum fee amount for PI-3. There is no sliding scale for the Performance Incentives.

(e) ICP-Core CLIN 00001 and CLIN 00002 CPIF Hybrid Fee Model.

Fee Model Legend: Input Area
Calc. Area
Assumptions

CLIN 0001 - Target ICP - Core Mission Work (Base)						
	Target Cost	Max Fee	Target Fee	Max Fee % (NTE 15%)	Target Fee % (NTE 7%)	
Total Target Cost and Target Fee						
Total Target Cost and Total Fee (Does not include CLIN 1 options)		0	0			
Milestone and Cost Incentive Fee Breakout						
Schedule Milestone, Annual Milestone, & Performance Incentive Fee		0	0	65.00%		
Cost Incentive		0		35.00%		
Cost Incentive Breakout						
Cost Incentive (Max)		0	0.00%	35.00%		
Cost Incentive (Target) (NTE 7%)		0	0.00%	35.00%		
Schedule Milestones						
	Max Fee Date	Target Fee Date	Min Fee Date	Max Fee	Min Fee	Weighting
SM-1 Complete Final Design Document for SDA Cap	12/31/2019	4/30/2020	8/31/2020	0	\$0	1.00%
SM-2 Complete CH-TRU Retrieval in TSA-RE	5/31/2017	8/31/2017	11/30/2017	0	\$0	2.25%
SM-3 Complete treatment of RH TRU Lots 1 - 9	8/31/2016	9/30/2016	10/31/2016	0	\$0	2.50%
	90 days prior to Target Fee	RCRA Closure Plan Date	90 days after the Target Fee Date	0	\$0	5.00%
SM-4 Complete RCRA Closure on INTEC Tank Farm Facility	3/31/2020	9/30/2020	3/31/2021	0	\$0	5.50%
SM-5 Complete 3,336 EBR II Bottle Transfers/Placements	3/31/2020	9/30/2020	12/31/2020	0	\$0	2.50%
SM-6 Complete Transfer of 1,000 ATR Elements						
Subtotal Schedule Milestones				0	0	18.75%
Annual Milestones						
				Max Fee	Target Fee	
AM-1 ISA CH-TRU (CH-TRU and M/LLW) Cubic Meters						
Total Contract Fee				0	0	28.00%
Total amount of cubic meter of ISA (CH-TRU and MLLW waste to be certified and shipped)				Cubic Meters	13,000	
Annual Quantity (Original Cubic Meters Treated)	> than 5,000	4,000 - 4,999	2,000 - 3,999	0 - 1,999		
Fee per m3 at associated Annual Quantity	\$0.00	\$0.00	#DIV/0!	#DIV/0!		
AM-2 Acres of Exhumed SDA Waste (measured by acre)						
Total acreage to be exhumed				Acres	1.70	17.00%
Annual Quantity (Acres)	> than .50	.40 - .49	.25 - .39	0.1 - .24		
Fee per acre at associated Annual Quantity	\$0	\$0	#DIV/0!	#DIV/0!		
AM-3 Disposition of Newly Generated MLLW/LLW				0		
AM-4 CH/RH TRU Waste Certified Backlog				0		0.75%
Subtotal Schedule				0		48.75%
Performance Incentive						
<i>No Sliding Scale</i>						
P-1 CH and RH-TRU Cubic Meters Treated/Certified/Shipped out of the state of Idaho		12/31/2018		0		13.00%
P-2 Complete exhumation of all buried waste & phase I report		see B.3 (f) (x)		0		9.50%
P-3 Critical Failures		N/A		0		10.00%
Subtotal Performance Incentive				0		32.50%
Total Milestone/Performance Fee				0		100.00%
CLIN 0002						
	Target Cost	Max Fee	Total Price	Max Fee %		
Target ICP-Core NNPP PPF Work (RH-TRU LOT 10)	0	0	0	0.00%		
Schedule Milestone Fee		0		65.00%		
Cost Incentive (Max)		0	0.00%	35.00%		
Cost Incentive (Target)		0	0.00%	35.00%		
	Max Fee Date	Target Fee Date	Max Fee	Target Fee		
SM-7 NNPP PPF (RH-TRU LOT 10)	1/31/2020	9/30/2020	0	#DIV/0!		
CLIN 0003						
	Estimated Cost	Fixed Fee (NTE 7%)	Total Price	Fixed Fee (NTE 7%)		
Non-Target ICP Core NNPP SNF Work		0	0			
CLIN 0004						
Contract Transition Cost						
CLIN 0005						
Defined Benefit Pension Plan Costs	70,900,000		70,900,000			
CLIN 0006						
			Gallons	900,000.00		
		Fixed Fee per Unit (NTE \$8.00 per unit, NTE 12.5% of estimated cost)				
IWTU Operations and Turnover (Priced Option)			0	0		
Contract Performance Ceiling (Does not include Pension)						
CLIN 0001 Max Fee	0					
CLIN 0002 Max Fee	0					
CLIN 0003 Max Fee	0					
CLIN 0006 Max Fee	0					
Max Fee on Contract	0					
Total Contract Price (does not include CLIN 00001 options)	70,900,000					

(Instructions: Right click on the fee model (MS Excel object) and click on Macro-Enabled Worksheet Object. Click Open. Fee Model should open in MS Excel. Click on 'Enable Macros' when prompted. Input data into model, Save, and then Close object. Data should save back to Section B and be included as MS Excel file.)



Microsoft Excel
Worksheet (code)

(f) ICP-Core CLIN 00001 Schedule Milestones, Annual Milestones, Performance Incentives Acceptance Criteria and Definitions

Listed below are the definitions and acceptance criteria for each Schedule Milestone (SM), Annual Milestone (AM) and Performance Incentive (PI). To document completion of each SM, AM and PI and in accordance with Section E Inspection and Acceptance, the Contractor shall submit objective evidence, including any necessary documentation, sufficient to demonstrate completion for each SM, AM and PI. The objective evidence for completion of each SM, AM and PI shall be submitted to the Contracting Officer for review and approval no later than 10 days after the SM, AM, or PI is completed, or otherwise stated.

- i. SM-1 Complete the Final Design Document for the Subsurface Disposal Area (SDA) Cap (Section C.4.2.01) – This SM will be achieved and fee paid when the following are completed:
 - A. DOE has received the Phase 3 90% pre-final design document for the cap for DOE submittal for regulatory review.
 - B. Resolution of regulatory comments and submittal of revised design to DOE.
 - C. Approval from the regulatory agencies and placement of the final design document in the CERCLA Administrative Record/Information Repository website.
 - D. This fee will be paid after approval from the regulators.

Exclusions: None.

- ii. SM-2 Complete CH-TRU retrieval in TSA-RE (Section C.5.1.03) – This SM will be achieved and fee paid when the Contractor completes the retrieval of all stored waste from the earthen covered berms and cargo containers located within the WMF-636 (TSA-RE).

Objective evidence for completion includes visual verification that all stored waste has been retrieved and repackaged for treatment; and the cargo containers have been emptied of all waste drums and boxes by the min fee date or sooner.

Exclusions: RCRA closure of WMF-636.

- iii. SM-3 Complete Treatment for RH TRU Lots 1-9 (Section C.5.3.0301 – 5.3.03) – This SM will be achieved and fee paid upon the completion of the treatment and repackaging for all RH-TRU in storage at INTEC which includes all waste remaining in Lots 1 through 9. The completion of treatment process is complete when includes- all of the RH-TRU waste- being has been physically treated to meet the waste acceptance criteria of the disposal facility; and-repackaged; and removed from the hot cell for certification for disposal by the target min fee date or sooner. Objective evidence includes visual verification and review of waste tracking system documentation for treatment completion.

Exclusions: Final Certification per C. 5.3.02 is excluded from this SM-3. Additional exclusions include the Navy Pieces, Parts and Fines waste inventory (PWS Exhibit C-104) (Refer to CLIN ~~00003000023~~).

- iv. SM-4 Complete RCRA Closure of INTEC Tank Farm Facility (Section C.6.3.04) For the SM completion criteria, the Contractor shall complete closure of the remaining four 300,000 gallon tanks (Tanks WM-187, WM-188, WM-189, and WM-190; including the tank vaults, cooling coils, valve boxes, and ancillary piping) of the INTEC Tank Farm Facility in accordance with the RCRA Closure Plan (DOE/ID-11273-, Revision 4 or current version, “Idaho Hazardous Waste Management Act/Resource Conservation and Recovery Act Closure Plan for Idaho Nuclear Technology and Engineering Center Tanks WM-187, WM-188, WM-189, and WM-190, and all Remaining Tank Farm Facility Resource Conservation and Recovery Act Piping”, October 2012). This SM will be achieved and fee paid when the Contractor submits the Professional Engineer’s Certification to the state of Idaho in accordance with the final approved RCRA Closure Plan.

Exclusions: Closure INTEC Liquid Waste Management System – Process Equipment Waste Evaporator (PEWE) and Liquid Effluent Treatment and Disposal (LET&D) Systems (PWS C.6.3.04).

SM-5 Complete 3,336 EBR II Bottle Transfers/Placements (Section C.7.1.04034) For this SM completion criteria, the Contractor shall operate within the RSWF and transfer 3,336 EBR II bottles to MFC for treatment by the INL contractor or placement in storage at RSWF as determined by the INL contractor. Objective evidence for completion is documentation verifying that all 3,336 EBR II bottles have been either transferred to MFC for treatment or placed in storage at RSWF by the target min fee date or sooner.

Exclusions: None.

- v. SM-6 Complete Transfer of 1,000 ATR SNF elements (Section C.7.1.06056)

For this SM completion criterion, the Contractor shall transfer 1,000 ATR SNF elements from CPP-666 to dry storage which includes all the necessary maintenance and repairs to the equipment (e.g. crane, shield doors, casks, etc.) and any necessary facility modifications to ~~the CPP 603 facility~~ INTEC facilities to accomplish this scope of work. Objective evidence for completion is documentation verifying that all 1,000 ATR SNF elements have been transferred to dry storage by the target min fee date or sooner.

Exclusions: None.

- vi. AM-1 – ISA CH-TRU (CH-TRU and M/LLW) Cubic Meters Certified/ Shipped out of the state of Idaho (Sections C.5.01.01 – 5.1.07)

This AM will be achieved on an annual basis by certification/shipment of cubic meters of ISA CH-TRU (CH-TRU and M/LLW) waste (original volume treated) out of the state of Idaho per year. Objective evidence for certification includes review of waste tracking system documentation for confirmation that the waste meets the Waste Acceptance Criteria for WIPP. Objective evidence for shipment out of the state includes review of the shipping manifest provided by the receiving repository facility. The Contractor shall assume 13,000 cubic meters of waste is to be treated, certified and shipped by December 31, 2018 or until complete. This total amount shall be adjusted, including fee dollar calculations, as part of material differences to reflect the actual total amount of waste requiring treatment at the contract effective date.

The Fee Rate per cubic meter will be determined by the annual original volume of CH TRU cubic meters treated, and will be paid when certified and shipped out of the State of Idaho. Initial quarterly provisional fee payments for this annual milestone will be based on the Fee Rate specified in Section B.3(~~de~~) for the lowest established volume until that volume is exceeded during the year at which time all units will receive the higher value. The final annual fee rate will be determined by the total annual original volume of CH TRU cubic meters treated, and will be paid when certified and shipped for each 12 month period beginning on the contract effective date.

If the annual amount of cubic meters treated, certified and shipped exceeds the maximum fee rate in the first two years and the entire volume identified in Section C.5.0 is treated, certified and shipped by the ISA milestone date, the fee for the final year in which the last of the waste was treated, certified and shipped will be earned at the Max Fee regardless of the volume treated, certified and shipped in that year. ~~the final year's fee for cubic meters treated, certified and shipped will be earned at the Max Fee rate regardless of volume treated, certified and shipped.~~

If an out of state repository is not available, the Contractor will be paid 80% of the available fee of ISA CH-TRU if waste is certified and ready to ship out

of the state of Idaho per year. The remaining 20% will be paid quarterly per cubic meter shipped when the ISA CH-TRU waste is shipped out of the state of Idaho in accordance with ~~an established~~the shipping schedule established by the receiving repository facility after the CH-TRU waste backlog has been shipped.

Exclusions: ISA RH-TRU waste, exhumed CH-TRU waste, and all newly generated waste.

vii. AM-2 – Acres of Exhumed SDA Waste (Section C.5.2.01)

Fee will be paid to the Contractor on a quarterly basis under this AM for exhuming buried waste, once the waste has been certified and shipped out of the state of Idaho in accordance with the shipping schedule established by the receiving repository facility~~This AM will be achieved on an annual quarterly basis by completing exhumation of buried waste per year, including being certified and shipped out of the state of Idaho.~~ Objective evidence is verification of documentation that the required exhumation footprint has been completed and certification includes review of waste tracking system documentation for confirmation that the waste meets the Waste Acceptance Criteria for WIPP. Objective evidence for shipment out of the state includes review of the shipping manifest provided by the receiving repository facility and verification that shipment was in accordance with the AI/OU 7-13-14 ROD. The Contractor shall assume that there is ~~1.9~~7 acres to be exhumed. This total acreage amount shall be adjusted, including fee dollar calculations, as part of material differences to reflect the actual total amount of acreage remaining to be exhumed at the contract effective date.

The Fee Rate per acre will be based on the annual acreage exhumed as of the end of each quarter~~determined by the annual quarterly acreage exhumed~~, and will be paid when certified and shipped out of the State of Idaho. Initial quarterly provisional fee payments for this annual milestone will be based on the Fee Rate specified in Section B.3(~~de~~) for the lowest established acreage exhumed until that acreage is exceeded during the year at which time all units will receive the higher value. The final annual fee rate for each 12-month period beginning on the contract effective date will be determined by the total annual original acreage exhumed, and will be paid when the waste is certified and shipped out of the state of Idaho~~The final annual fee rate will be determined by the total annual original acreage exhumed, and will be paid when the waste is certified and shipped out of the state of Idaho for each 12 month period beginning on the contract effective date~~ per the shipping schedule established by the receiving repository facility. The exhumed SDA waste shall be shipped after the CH-TRU waste backlog has been shipped and after the ISA CH-TRU waste has been shipped per AM-1.

Fee will be paid at the lowest annual rate per acre specified in Section B.3(~~de~~) until the next acreage milestone is accomplished. Initial quarterly provisional

fee payments for this annual milestone will be based on the Fee Rate specified in Section B.3(~~de~~) for the lowest established volume until that volume is exceeded during the year at which time all units will receive the higher value. The final annual fee rate will be determined by the total annual acreage exhumed for each 12 month period beginning on the contract effective date. Once the Contractor has met or exceeded an identified acreage milestone, then all exhumed acreage for that year will receive the higher value. If the annual amount of exhumation exceeds the maximum fee rate in the first four years and the entire acreage identified in Section C.5.2.01 is exhumed, then the fee for the final year in which the last of the buried waste was exhumed, certified and shipped will be earned at the Max Fee regardless of the volume exhumed, certified and shipped in that year. ~~the final year's exhumation fee will be earned at the Max Fee rate regardless of volume exhumed.~~

If an out of state repository is not available, the Contractor will be paid 80% of the available fee of the exhumed waste certified and ready to ship out of the state of Idaho per year. The remaining 20% will be paid quarterly per cubic meter shipped when the exhumed waste is shipped out of the state of Idaho in accordance with an-the established-shipping schedule -established by the receiving repository facility after the CH-TRU waste backlog and after the ISA CH-TRU waste per AM-1 has been shipped.

Exclusions: ISA CH and RH-TRU waste and all newly generated waste; any grids that require re-exhumation by the state of Idaho.

- ~~viii.~~ AM-3 Disposition of Newly Generated MLLW/LLW – This AM will be achieved by disposing of all newly/process generated MLLW/LLW resulting from any/all site cleanup activities. All newly/process generated MLLW/LLW Waste generated from July 1 (of the previous calendar year) through June 30 will be required to be dispositioned by September 30 for each year of the contract period. The backlog of MLLW/LLW is anticipated to be approximately 100 cubic meters at the contract effective date. Backlog from the prior contractor is to be dispositioned in the first contract period even if the contract effective date results in the first contract period being less than 12 months. Fee is earned on an annual basis and only earned upon verification of shipping to an approved repository facility by September 30. The total fee dollars available for each annual fee determination under this AM is 20% of the AM's total target amount. Objective evidence for disposition to a repository facility includes review and verification of the shipping manifest provided by the receiving repository facility.

Exclusions: CERCLA waste (including D&D waste) and waste identified in AM-1, AM-2 and AM-4 is excluded from this AM. Anything generated after SeptemberJune 30, 2020 is exempt.

~~ix~~.viii. AM-4 CH/RH-TRU Waste Certified Backlog (Sections C.5.1 and C.5.3) -
When a waste repository is available, the Contractor shall be required to ship the CH/RH TRU certified waste in backlog. Objective evidence for shipment out of the state includes review and verification of the shipping manifest provided by the receiving repository facility. Due to the nature of this waste, it is necessary to ship it in a timely manner. Therefore, when a waste repository is available, the Contractor shall follow the established shipping schedule to ship this backlog out of the state. Fee will be provisionally paid quarterly at 80% of the target fee dollars on a per cubic meter basis for waste shipped until the final shipment of certified backlog is shipped out of the state of Idaho. The remaining 20% of the target fee dollars will be paid when the final shipment of certified backlog is shipped out of the state of Idaho.

Exclusions: M/LLW backlog and any CH/RH TRU waste backlog generated by the Contractor during the ICP Core contract period.

~~x~~.ix. PI-1 CH and RH-TRU Cubic Meters Certified/Shipped out of the state of Idaho (Sections C.5.1 and C.5.3) – This PI will be paid if the Contractor completes all certifications and shipments of the ISA CH and RH TRU waste (this includes ISA TRU waste that assays as M/LLW after processing) out of the state of Idaho by December 31, 2018.

Objective evidence for certification includes review of waste tracking system documentation for confirmation that the waste meets the Waste Acceptance Criteria for WIPP. Objective evidence for shipment out of the state by December 31, 2018 includes review of the shipping manifest provided by the receiving repository.

If an out of state repository is not available, the Contractor will be paid 80% of the available fee if all of ISA CH and RH-TRU waste is certified and ready to ship out of the state of Idaho by December 31, 2018. The remaining 20% will be paid quarterly per cubic meter shipped when the ISA CH and RH-TRU waste is shipped out of the state of Idaho in accordance with ~~an the established~~ shipping schedule established by the receiving repository after the CH/RH-TRU waste backlog has been shipped.

~~xi~~.x. PI-2 – Complete exhumation of all buried waste and Phase I Report (Section C.5.2.04) – This PI will be paid if the Contractor completes exhumation of all remaining buried waste per the Phase 1 RD/RA Work Plan for Operable Unit 7-13/14 by February 28, 2020; submit the draft Phase I Interim Remedial Action Report report by August 31, 2020, which is ahead of the regulatory milestone, and finalize the document with regulatory agency acceptance in accordance with the FFA/CO by the end of the contract period; and have the waste shipped out of the state of Idaho by the end of the contract period of performance ~~or in compliance with the AI/OU 7-13-14 ROD, whichever comes first.~~ Objective evidence is verification of documentation that the

required exhumation footprint has been completed and certification includes review of waste tracking system documentation for confirmation that the waste meets the Waste Acceptance Criteria for WIPP. Objective evidence for shipment out of the state includes submittal of the review of the shipping manifest provided by the receiving repository facility and verification that shipment was in accordance with the AI/OU 7-13-14 ROD, and the draft Phase I report was submitted by August 31, 2020 and finalized with regulatory agency acceptance in accordance with the FFA/CO by the end of the contract period.

If an out of state repository is not available, the Contractor will be paid 80% of the available fee if all of the exhumed buried waste is certified and ready to ship out of the state of Idaho per the AI/OU 7-13-14 ROD. The remaining 20% will be paid quarterly per cubic meter shipped when the exhumed buried waste is shipped out of the state of Idaho in accordance with ~~an~~ the established shipping schedule established by the receiving repository facility.

~~xii~~.xi. PI-3 – Critical Failures –The Contractor shall accomplish the work in a safe and efficient matter. Performance Incentive Fee may be withheld by the Government to the extent the Contractor’s performance is inadequate in, but not limited to, the following areas: (1) safety performance (Note: Use of this provision will not duplicate fee actions taken in accordance with DEAR 952.223-76); (2) failure to meet regulatory or court-ordered milestones not covered by the above schedule milestones, annual milestones or performance incentives; (3) quality assurance performance per Section C.8.3.11 and Section H.33; ~~(4) earned value performance; (5) critical business system failure per the Section H Contractor Business System clauses; (6)~~ maintaining facilitiesy maintenance and other infrastructure ~~obligationsthroughout the performance period to function at the same level and in the same condition as at the contract effective date~~; and ~~(7) investment in reliability improvements and infrastructure management of the Contractor’s team, including major subcontractors, in accordance with the Contractor’s Corporate Governance Plan attached in Section J.~~ The Contracting Officer has discretion for the degree of the fee reduction up to the maximum fee amount for the Critical Failure Performance Incentive (PI-3) referenced in the ICP-Core CLIN 00001 CPIF Hybrid Fee Model per Section B.3 (d). The Contracting Officer also has the discretion to allow the Contractor to correct performance issues and potentially recover withheld fee. Notwithstanding the reductions described in this PI-3, the reductions described in Section B.16 take precedence.

B.4 CLIN 00002 – COST INCENTIVE AND SCHEDULE MILESTONE FEE ALLOCATIONS AND CALCULATIONS

- (a) For the purpose of the CLIN 00002 fee structure, the Total Fee includes the Cost Incentive and the Schedule Milestone. Minimum Fee is \$0.

The Cost Incentive and Schedule Milestone are based on meeting contract requirements. The definition and acceptance criterion for the Schedule Milestone is described in Section B.4, paragraph (e). If the contract is modified under CLIN 00002, the allocation of fee dollar values will be determined at that time.

(b) Cost Incentive Fee for CLIN 00002:

- i. Fee Allocation: The maximum available fee for the Cost Incentive equates to 35% of the total Maximum Fee for CLIN 00002.
- ii. Fee Calculation: As specified in FAR 52.216-10, Incentive Fee, the cost incentive fee payable under CLIN 00002 shall be the target fee
 - i. ~~The fee payable under CLIN 00002 shall be the target fee~~ increased by twenty (20) cents for every dollar that the total allowable cost is less than the target cost (subject to the maximum fee limitation specified in Section B.4 (b)(i) above for work performed); or
 - ii. decreased by twenty (20) cents for every dollar that the total allowable cost exceeds the target cost. ~~as specified in FAR 52.216-10.~~

(c) Schedule Milestone for CLIN 00002:

- i. Fee Allocation: The maximum available fee for the Schedule Milestone is \$[**Contractor Fill-In**]. Sixty five percent (65%) of the total Maximum Fee for CLIN 00002 is allocated to the Schedule Milestone. ~~The percentage of the Maximum Fee for the Schedule Milestone is shown in the tables below.~~
- ii. **Schedule Milestones Fee Calculation:**
The Schedule Milestone Fee dollars from the Maximum Fee amount (i.e. max fee date achievement through the target fee date) to the Target Fee amount will be calculated on a sliding scale per calendar day basis. The day after the target fee date the Contractor earns zero fee. The Schedule Milestone Fee dollars from the Maximum Fee amount (i.e. early date achievement through the no fee date) will be calculated on a sliding scale per calendar day basis.

- (d) **ICP-Core CLIN 00002 CPIF Hybrid Fee Model.** See B.3 (e) which includes fee model for both CLINs 00001 and 00002.

(e) ICP-Core CLIN 00002 Schedule Milestone Acceptance Criteria and Definition

Listed below is the definition and acceptance criterion for SM-7. To document completion of the SM and in accordance with Section E Inspection and Acceptance, the Contractor shall submit objective evidence, including any necessary documentation, sufficient to demonstrate completion for the SM. The objective

evidence for completion of the SM shall be submitted to the Contracting Officer for review and approval no later than 10 days after the SM is completed, or otherwise stated.

- i. SM-7 NNPP PPF (RH-TRU LOT 10) (Section C.5.4.01 – 5.4.05) – For this SM completion criteria, the Contractor shall treat, ship, and dispose of the Naval Nuclear Propulsion Program (NNPP) 102 cans (Lot 10) out of the state of Idaho.

Exclusions: RH-TRU Lots 1-9, 11 and 12.

B.5 NON-TARGET WORK SCOPE (CLIN 00003)

The activities described in Section B.1 for CLIN 00003 is work scope that is not included in the Target Cost under CLIN 00001 – TARGET ICP-CORE DOE MISSION WORK (CPIF) or under CLIN 00002 - Target ICP Core NNPP PPF Work as defined in Section B.1 ~~nor is it included in the Contract Performance Ceiling per Section B.6~~. The following work scope will be completed under CLIN 00003:

CLIN	PWS Section	Title/Scope
00003	C.7.3	NNPP SNF

B.6 CONTRACT PERFORMANCE CEILING

- (a) The Contract Performance Ceiling established at contract award is **\$(Contractor Fill-in)**, which is the target cost and maximum fee for CLIN 00001, the target cost and maximum fee for CLIN 00002, the estimated cost of CLIN 00003, and the estimated transition cost for CLIN 00004. The Contract Performance Ceiling may be adjusted for directed changes in accordance with FAR 52.243-2 Changes – Cost Reimbursement (AUG 1987) and/or requests for equitable adjustments (REA) under CLIN 00001, CLIN 00002, CLIN 00003 (exclusive of fee) and/or CLIN 00004.
- (b) If the Contract Performance Ceiling, as adjusted for any directed changes and/or REAs pursuant to paragraph (a) above, is exceeded, the Contractor shall pay all costs on a dollar-for-dollar cost share basis (0% Government/100% Contractor) up to the amount of paid provisional fee ~~earned~~ in CLIN 00001 and CLIN 00002 ~~(this fee calculation will be made in accordance with Section B.10)~~. Once the Contract Performance Ceiling is exceeded, the Contractor will no longer be able to earn cost incentive fee under CLINs 00001 or 00002. If available unearned fee still exists for any of the SMs, AMs, or PIs under CLINs 00001 or 00002 per Sections B.3 or B.4, the Contractor may still receive ~~earn this provisional~~ fee. However, once the Contract Performance Ceiling is exceeded any future earned fee from the SMs, AMs, or PIs under CLINs 00001 or 00002 shall be applied to the Contractor’s cost share responsibility for the cost overruns. Monthly reconciliations for the Contractor’s cost overrun responsibility will be performed by DOE once the Contract Performance Ceiling is exceeded and the Contractor’s cost overrun responsibility will be adjusted.

After the Contractor has paid all paid provisional ~~earned~~-fee from CLIN 00001 and CLIN 00002, then the Government shall pay costs of continued work for cost overruns using a share ratio of 100%/0% (Government/Contractor).

- (c) All future DOE directed changes and/or Contractor requests for equitable adjustments to the PWS, relative to CLINs 00001, 00002, 00003 and/or 00004, will result in a change to the Contract Performance Ceiling in accordance with the FAR 52.243-2 Changes- Cost Reimbursement (Aug 1987).
- (d) The Contract Performance Ceiling will be adjusted as options are exercised under CLIN 00001 in accordance with FAR 52.217-7 -- Option for Increased Quantity -- Separately Priced Line Item (Mar 1989).
- (e) For CLIN 00001 and 00002 changes (including any exercised priced options), the Contract Performance Ceiling adjustment will be the same and equal to the negotiated target cost and maximum fee of the change. For CLIN 00003 and 00004 changes, the Contract Performance Ceiling adjustment will be the same and equal to the negotiated cost of the change and exclusive of fee for CLIN 00003.

B.7 DEFINED BENEFIT PENSION PLAN COSTS

The Idaho National Laboratory Employee Retirement Plan (INLERP) (a Defined Benefit Pension Plan) costs ~~Defined Benefit Pension Plan Costs~~ are included in the total contract cost identified in Section B.2 (b), but are not included in the Contract Performance Ceiling per Section B.6. A separate CLIN 00005 is established to fund the Defined Benefit Pension Plan Costs. The Contractor shall use designated Defined Benefit Pension Plan funding to reimburse the INL contractor for the ICP-Core share of the current Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees. Actual costs for the current Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees shall be on a cost-reimbursement basis. The Defined Benefit Pension Plan costs are non-fee bearing in this contract.

B.8 DOE AUTHORIZATION OF WORK

The Contracting Officer (CO) will authorize work as follows:

- (a) The Contractor's Interim Performance Measurement Baseline shall detail the work activities to be performed to cover approximately the first 12 months of performance starting from the Notice To Proceed (NTP). Until DOE approves the Performance Measurement Baseline, the Interim Performance Measurement Baseline will be used to authorize work for one year pursuant to the Section H clause entitled *INTEGRATED WORK CONTROL SYSTEMS AND REPORTING REQUIREMENTS*.
- (b) After the baseline has been approved by DOE, the Contractor is authorized to conduct work in accordance with Section C and must work to the Performance Management Baseline (baseline) subject to the limitations of the Section B clause

entitled *Obligation and Availability of Funds*. The Contractor shall develop and maintain the baseline in accordance with Section H clause entitled *INTEGRATED WORK CONTROL SYSTEMS AND REPORTING REQUIREMENTS*. As determined to be necessary by DOE, the CO may make changes within the general scope of the contract in accordance with Section I clause FAR 52.243-2 *Changes-Cost Reimbursement*. The CO has review and concurrence authority during the baseline change management process. As additional activities and facilities are deemed available, the baseline change management process will be utilized for work authorization and could result in contract modifications to adjust scope and schedule.

- (c) Within the PWS and as described in Section B.1, specific scope elements contain a priced option. In accordance with FAR 52.217-7 -- Option for Increased Quantity -- Separately Priced Line Item (Mar 1989) and subject to the availability of funding, this work may be added to the contract at the priced value included at contract award. While this priced scope is included in the PWS, it is not part of the Target Cost or Contract Performance Ceiling until the specific option(s) is exercised.

B.9 FEE PAYMENTS

- (a) Provisional fee payments for the CLIN 00001 and 00002 cost incentives will be paid during the term of the contract on a quarterly basis as work progresses. Quarterly cost incentive fee payments will be paid by taking 80% of the cost incentive target fee and dividing it by the number of quarters in the period of performance. The remaining 20% of target fee will be withheld until the final fee determination is made in accordance with Section B.10.
- (b) Provisional fee payments for the CLIN 00001 Annual Milestones will be paid during the term of the contract on a quarterly basis for AM-1, AM-2 and AM-4, and on annual basis for AM-3, as work progresses and as work is accepted by DOE in accordance with the Acceptance Criteria and Definitions within Section B.3 (fe).
- (c) Provisional fee payments for the CLIN 00001 and CLIN 00002 Schedule Milestones and the CLIN 00001 Performance Incentives will be paid upon completion and DOE acceptance ~~as described in Section B.10 and~~ in accordance with the Acceptance Criteria and Definitions within Sections B.3 (ef) and B.4 (e). There will be no partial payment of SM-1 through SM-7 for completion of less than all of the work associated with the particular SM. There will be no partial payment of PI-1 or PI-2 for completion of less than all of the work associated with PI-1 or PI-2.
- (d) If the Contractor meets the 12/31/2018 TRU waste Idaho Settlement Agreement milestone for certification and shipment of the ISA CH and RH TRU waste (this includes ISA TRU waste that assays as M/LLW after processing) out of the state of Idaho by December 31, 2018, then the fee associated with SM-2, SM-3, AM-1,

AM-4, and PI-1 becomes earned fee at the maximum fee rate and are no longer subject to the fee 'claw back' per B.6 (b). If DOE does not provide adequate shipping assets to ship the waste out of the state of Idaho by 12/31/18, but all of the waste has been certified and is ready to ship by this date, then the 80% of available fee associated with certification will become earned fee at the maximum fee rate. Because the waste was certified by 12/31/18, the remaining 20% of available fee associated with shipping ISA CH and RH TRU waste will become earned fee at the maximum fee rate as the waste is shipped per the shipping schedule established by the receiving repository during the remainder of the contract period.

(e) If the Contractor meets the acceptance criteria and DOE accepts completion for AM-2 and PI-2 per B.3 (f) vii. and (f) x., then the fee associated with AM-2 and PI-2 becomes earned fee at the maximum fee rate and is no longer subject to the fee 'claw back' per B.6 (b). If DOE does not provide adequate shipping assets to ship the waste out of the state of Idaho in accordance with the AI/OU 7-13-14 ROD, but all of the waste has been certified and is ready to ship by this date, then the 80% of available fee associated with certification will become earned fee at the maximum fee rate. Because the waste was certified in accordance with the AI/OU 7-13-14 ROD, the remaining 20% of available fee associated with shipping exhumed buried waste will become earned fee at the maximum rate as the waste is shipped per the shipping schedule established by the receiving repository during the remainder of the contract period.

~~(e)~~(f) Based on paragraph (a) above and an evaluation of the current CPI/SPI, if it is determined the Contractor will earn less than Target Fee for the cost incentive, the CO may adjust the provisional quarterly cost incentive fee payments downward proportionally, to a minimum of zero. If it is determined the Contractor will earn above Target Fee, the CO may adjust the provisional quarterly cost incentive fee payments upward proportionally, to the Maximum Cost Incentive Fee Amount x 0.80/number of quarters.

~~(f)~~(g) Critical Failures (PI-3): This Performance Incentive is specific to CLIN 00001. Fee may be reduced by the Government to the extent the Contractor's performance is inadequate in the described areas per Section B.3(~~ef~~)(xiii). The Contracting Officer has discretion for the degree of the fee reduction up to the maximum fee amount for the Critical Failures Performance Incentive (PI-3) referenced in the CLIN 00001 ICP-Core CPIF Hybrid Fee Model per Section B.3(~~de~~). The Contracting Officer also has the discretion to allow the Contractor to correct performance issues and potentially recover withheld fee. Quarterly provisional fee payments will be paid by taking 80% of the PI-3 fee and dividing it by the number of quarters in the period of performance. The remaining 20% of the PI-3 fee will be withheld until the final fee determination. is made in accordance with Section B.10.

~~(g)(h)~~

LIN 00003 fee will be earned and paid during the term of the contract on a quarterly basis as work progresses. Quarterly fee payments will be paid by taking the total amount of fee and dividing it by the number of quarters in the period of performance.

~~(h)(i)~~

CLIN 00006 fee will be earned on a per unit basis and will be paid during the term of the contract option on a quarterly basis as work progresses. Quarterly fee payments will be paid by taking the total number of gallons of sodium bearing waste treated within that quarter and multiplying it by the fixed fee per unit rate per Section B.2.

~~(i) The remaining fee will be withheld until the final fee determination is made in accordance with Section B.10.~~

- (j) Termination. If this contract is terminated in its entirety, fee shall be payable to the Contractor consistent with the FAR clauses 52.249-6 "Termination-Cost Reimbursement" and 52.216-10 "Incentive Fee" incorporated in Section I of this contract. Nothing in this paragraph shall limit or restrict the application of the clause entitled "Termination-Cost Reimbursement."

B.10 FINAL FEE DETERMINATION

The final fee determination for the work scope with the contract period of performance will be calculated in the following manner:

(a) CLIN 00001 and 00002 Final Fee Calculations:

- i. If all work in the PWS and thereafter added under FAR 52.243-2 Changes-Cost Reimbursement clause is not completed by the end of the contract period of performance, ~~or if the Contract Performance Ceiling per Section B.6 is exceeded,~~ the target cost will be reduced by the budgeted cost of work scheduled (BCWS) that was not completed. The calculation will be Budgeted Cost of Work Scheduled at Completion minus the Cumulative Budgeted Cost of Work Performed. This target cost reduction will occur prior to the cost incentive fee calculation. The target fee will also be reduced accordingly. The cost incentive will be calculated as per Section B.3(~~bc~~) for CLIN 00001 and B.4(b) for CLIN 00002.
- ii. Final Fee for Schedule Milestones, Annual Milestones and Performance Incentives will be calculated upon completion and DOE acceptance ~~as described in Section B.10 and~~ in accordance with the Acceptance Criteria and Definitions within Sections B.3 (~~fe~~) and B.4 (e).

(b) CLIN 00003 Final Fee Calculations:

Payment to the Contractor will be the fee amount that is fixed at the inception of the contract per Section B.2. The fixed fee does not vary with actual cost, but may be

adjusted at Section B. 2 as a result of changes in the work to be performed under the contract. The final fee calculation will be equal to the final negotiated fee amount per Section B.2 that may be adjusted throughout the contract period of performance as a result of changes in the work to be performed under the contract.

(c) CLIN 00006 Final Fee Calculations:

Payment to the Contractor will be the fixed fee per unit amount that is fixed at the inception of the contract per Section B.2. The fixed fee per unit amount does not vary with actual cost, but may be adjusted at Section B. 2 as a result of changes in the work to be performed under the contract. The final fee calculation will be equal to the fixed fee per unit amount per Section B.2 multiplied by the total number of gallons of sodium bearing waste treated (excluding rinsate).

~~(d) Total Contract Final Fee Determination:~~

~~Total allowable costs of CLINs 00001, 00002, 00003 and 00004 will be added to the total fee calculated above for CLINs 00001, 00002 and 00003. This becomes the Contract Performance Ceiling. If the Contract Performance Ceiling has been exceeded, the fee will be adjusted per section B.6 (b). The final fee determination will be based on the remaining fee plus the final fee amounts calculated for CLINs 00003 and 00006.~~

~~(e) When calculating the total actual cost for the final fee determination, the total allowable costs will exclude the actual costs of the current INL Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees under CLIN 00005.~~

~~(f)(d)~~ If the sum of provisional fee payments made during the period of the contract is greater than the overall fee that is calculated at the final fee determination, the Contractor shall reimburse the amount of fee already paid that is greater than the fee earned and shall pay interest to DOE in accordance with the prevailing Treasury rate(s) in effect at the time the payments were made. Any required reimbursement(s) to DOE shall be made within 45 business days of the CO final fee determination.

B.11 ALLOWABILITY OF SUBCONTRACTOR FEE

- (a) If the Contractor is part of a teaming arrangement as described in FAR Subpart 9.6, Contractor Team Arrangements, the team shall share in the Total Maximum Fee as shown in Section B.2 (c). Separate, additional subcontractor fee is not an allowable cost under this Contract for individual team members, or for a subcontractor, supplier, or lower-tier subcontractor that is a wholly-owned, majority-owned, or affiliate of any team member.
- (b) The subcontractor fee restriction in paragraph (a) does not apply to members of the Contractor's team that are: (1) small business(es); (2) Protégé firms as part of an approved Mentor-Protégé relationship under the Section H Clause entitled, Mentor-Protégé Program; (3) subcontractors under a competitively awarded firm-fixed price or firm-fixed unit price subcontract; or (4) commercial items as defined in FAR Subpart 2.1, Definitions.

B.12 OBLIGATION AND AVAILABILITY OF FUNDS

- (a) Obligation of Funds. Total funds in the amount of \$[**DOE to fill-in**] are obligated herewith and made available for payment of allowable costs and fee earned from the effective date of this contract through contract completion pursuant to the FAR Clause 52.232-22, "Limitation of Funds."
- (b) Availability of Funds. Except as may be specifically provided in the Section I Clause DEAR 952.250-70, "Nuclear Hazards Indemnity Agreement," the duties and obligations of DOE hereunder calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the U.S. Congress that DOE may legally spend for such purposes.

B.13 CLIN 00004 - AUTHORIZATION OF TRANSITION COSTS UNDER THE CONTRACT

- (a) The Contract Transition Period will begin with the issuance of a Notice to Proceed (NTP) by DOE. The Transition Period is estimated to be 90 days. During the Transition Period, the Contractor shall bring to the site its management team (including, but not limited to all Key Personnel) and other staff necessary to plan and conduct those activities that provide for an orderly transfer of responsibilities and accountability, as authorized by the CO. The Contractor shall coordinate its activities with DOE and the incumbent Contractor to accomplish these activities (see PWS Section C.2.0) in a manner that will provide an effective transition of personnel and work activities while minimizing the cost of this effort.
- (b) There will be no fee for the transition period. However, the transition costs are included in the Contract Performance Ceiling.

B.14 MATERIAL DIFFERENCES

The Contractor shall identify any material differences in the actual contract conditions compared to the projected status established in the Request for Proposal (RFP), and shall identify and provide the Contracting Officer with a listing of such differences within 30 days after the Contract Effective Date so that the "true-ups" may be completed within 90 days of ~~Contract Effective Date~~completion of contract transition. Untimely submissions will not be considered. After the Contractor's Material Difference submission, the DOE and the Contractor will negotiate the final list of Material Differences that may require a change to the contract. If the Material Differences require changes to the contract as agreed to by DOE, the Contractor shall submit a change proposal in accordance with Section I clause FAR 52.243-2 *Changes-Cost Reimbursement*, after receipt of a written order from the Contracting Officer. The baseline (see Section H clause INTEGRATED WORK CONTROL SYSTEMS AND REPORTING REQUIREMENTS, part B, Baseline Development and Performance Reporting) shall be modified to reflect the accepted changes within 30 days after the executed contract modification associated with those changes as the baseline must align with the contract.

B.15 ADVANCE UNDERSTANDING - CHANGES TO COST AND FEE

- (a) The Contractor is responsible for total performance under this contract, including selecting the specific approaches and methods to perform all work. For all contract work within the control of the contractor, the consequences of any adverse contractor work performance; consequences of any regulatory actions in response to adverse contractor work performance; and/or inability to accomplish the Contractor's proposed technical approach shall not be a basis for an upward adjustment to ~~any cost,~~ fee(s), or Contract Performance Ceiling.
- (b) The Government reserves the right to add work scope in support of the mission of the Idaho National Laboratory to be completed by the Contractor prior to contract completion. Fee earned as a result of completion of additional work scope will be subject to the fee limitations stipulated in B.2. The CO may initiate a change or consider Requests for Equitable Adjustment (REA) to the Contract Price and/or Schedule in accordance with the Section I Clause entitled, FAR 52.243-2, Changes – Cost Reimbursement.
- (c) REAs shall be submitted in accordance with FAR part 15, specifically FAR Table 15-2, and must be in compliance with all applicable Cost Accounting Standard (CAS) and in accordance with the Contractor's Disclosure Statement. Cost related to REAs shall be in accordance with the Section I Clause entitled, FAR 52.243-6, Change Order Accounting.
- (d) Cost and fee negotiations relating to indirect cost for any added/deducted change to the contract will be based on the incremental change to the indirect cost when compared to the proposed indirect costs contained in the contractor's awarded proposal. The Contractor shall provide supporting justification and documentation detailing the incremental increase in each indirect cost for each contract pricing action. ~~REAs and/or change orders will be priced and negotiated without the indirect cost burden amounts applied to the Target Cost (CLIN-00001 and/or CLIN-00002) or the estimated cost (CLIN-00003). This is due to indirect costs not typically being incremental in nature. If the Contractor can demonstrate indirect functions and associated costs are impacted due to the addition or deletion of contract work scope, the Contractor may propose those incremental indirect costs for DOE consideration. This must be submitted as a separately disclosed cost in the REA and/or change order submission.~~
- (e) DOE intends to obligate funding to the Contract in accordance with the following funding profile:

Funding Profile (in \$M):

<u>CLIN</u>	<u>Transition</u> <u>(March 1, 2016 through May 31, 2016)</u>	<u>Contract Period 1</u> <u>(June 1, 2016 through September 30, 2016)</u>	<u>Contract Period 2</u> <u>(October 1, 2016 through September 30, 2017)</u>	<u>Contract Period 3</u> <u>(October 1, 2017 through September 30, 2018)</u>	<u>Contract Period 4</u> <u>(October 1, 2018 through September 30, 2019)</u>	<u>Contract Period 5</u> <u>(October 1, 2019 through September 30, 2020)</u>	<u>Contract Period 6</u> <u>(October 1, 2020 through May 31, 2021)</u>	<u>Total</u>
<u>CLIN 00001 – Target ICP-Core DOE Mission Work (including options)</u>		<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
<u>CLIN 00002 – NNPP-PPF</u>				<u>TBD</u>	<u>TBD</u>	<u>TBD</u>		<u>TBD</u>
<u>CLIN 00003 – NNPP-SNF</u>		<u>TBD</u>	<u>TBD</u>	<u>TBD</u>				<u>TBD</u>
<u>CLIN 00004 - Transition</u>	<u>TBD</u>							<u>TBD</u>
<u>CLIN 00006 – IWTU</u>		<u>TBD</u>	<u>TBD</u>					<u>TBD</u>

Note: TBD amounts to be inserted at the time of Contract award

(f) The provided funding profile represents the Government’s current estimate of future funding. Actual funding may be greater or less than these estimates. The above funding profile is an estimate only, not a guarantee of funding, and there is no commitment by DOE to request funds equivalent to this assumed funding. Available funds depend on Congressional appropriations and priorities within the DOE.

~~(e) Following the transition period, all employees and subcontractors that are permanently assigned to this project are not eligible for per diem, travel, or any other miscellaneous expenses unless specifically approved in writing by the CO.~~

B.16 CONDITIONAL PAYMENT OF FEE

Based on the importance DOE places on the Contractor’s or contractor employees’ compliance with the terms and conditions of this contract relating to environment, safety and health (ES&H) (which includes worker safety and health and performance under an approved Integrated Safety Management System (ISMS)) and the safeguarding of restricted data and other classified information, fee determinations are subject to unilateral reductions. See Section I clause DEAR 952.223-76 *Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health*.

B.17 PROVISIONAL PAYMENT OF FEE

(a) Notwithstanding any other term or condition 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 must notify the Contracting Officer 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 Federal Acquisition Regulation and Department of Energy fee policy and constructs. The following definitions and concepts apply.
- (1) *Price* means cost plus any fee or profit applicable to the contract.
 - (2) The terms *profit* and *fee* are synonymous.
 - (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.
 - (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 all conditions stated in the contract for earning fee.
 - (5) *Available fee* for an incentive means the fee the Contractor might earn but has not yet earned.
 - (6) *Provisional payment of fee* for an incentive means the Government's 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.
 - (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% 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% 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).
 - (8) *Clause* means a term or condition used in this contract.
- (d) This contract's price, incentives included in its price, and all 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 must 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 must meet before the Government is obligated to pay fee, provisionally, to the Contractor and for the Contractor to have any right to retain the provisionally paid fee.
- (f) The Contracting Officer, at his/her sole discretion, 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 any right to retain the provisionally paid fee.
 - (g) If the Contracting Officer determines the Contractor has not met the requirements to retain any provisionally paid fee and notifies the Contractor, the Contractor must return that provisionally paid fee to the Government within 30 days: (i) the Contractor's obligation to return the provisional paid fee is independent of its intent to dispute or its disputing the Contracting Officer's determination; and (ii) if the Contractor fails to return the provisionally paid fee within 30 days of the Contracting Officer's determination, the Government, in addition to all other rights that accrue to the Government and all 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; amounts it would otherwise authorize the Contractor to draw down under a Letter of Credit; 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 will be entitled to retain the provisional fee and the Government will pay it the difference between the earned fee and the provisional fee.

SECTION C PERFORMANCE WORK STATEMENT

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C.1.0 GENERAL AND BACKGROUND INFORMATION

Established in 1989, the Department of Energy's (DOE) Office of Environmental Management (EM) is charged with addressing the environmental legacy of over 50 years of nuclear weapons production and government sponsored research. Since its inception in 1949, the Idaho Site has fulfilled numerous DOE missions including designing and testing nuclear reactors; reprocessing spent nuclear fuel to recover fissile materials; managing spent nuclear fuel; and storing, treating and disposing of various waste streams. Currently, EM is a tenant on the site, and the Office of Nuclear Energy (NE) is the landlord and maintains site-wide infrastructure.

The majority of EM's cleanup work at the Idaho site is driven by regulatory compliance agreements. The two foundational agreements are: the 1991 Comprehensive Environmental Response Compensation and Liability Act (CERCLA)-based Federal Facility Agreement and Consent Order (FFA/CO), which governs the cleanup of contaminant releases to the environment; and the 1995 Idaho Settlement Agreement (ISA), which governs the removal of transuranic waste, spent nuclear fuel and high level radioactive waste from the state of Idaho. Other regulatory drivers include the Federal Facility Compliance Act-based Site Treatment Plan (STP), and other environmental permits, closure plans, Federal and state regulations, Records of Decision (RODs) and other implementing documents.

The Idaho Cleanup Project (ICP) is funded through the DOE's Office of Environmental Management and focuses equally on reducing risks to workers, the public, and the environment and on protecting the Snake River Plain Aquifer, the sole drinking water source for much of eastern Idaho.

C.1.1 CONTRACT PURPOSE AND OBJECTIVES

The purpose of this contract is to safely accomplish as much of the remaining DOE Office of EM's cleanup mission at the Idaho Site as possible within available funding while meeting regulatory and legal requirements. The contract will apply performance-based contracting approaches and techniques. The ICP Core Contract (ICP Core) will require the Contractor to perform all work specified in the contract and to determine the specific methods of accomplishing the work. The Contractor shall comply with all Federal, State, and local laws and regulations, Executive Orders, DOE Orders (and other type of directives), Regulatory Permits, Agreements and Orders and Milestones with the regulators (both State and Federal) in the performance of this contract.

The ICP Core EM mission work encompasses ongoing Advanced Mixed Waste Treatment Project (AMWTP) and ICP work scopes that must continue into the future: completing treatment of the liquid sodium bearing waste, stabilizing and ~~dispositioning-storage of~~ spent nuclear fuel and high-level waste; dispositioning transuranic waste; retrieving targeted buried waste; closing the Idaho Nuclear Technology and Engineering Center (INTEC) tank farm; maintaining CERCLA remedial actions; and operating and maintaining the INTEC ~~and~~ Radioactive Waste Management Complex (RWMC), and the Radioactive Scrap and Waste Facility (RSWF) facility

infrastructure. The scope of the ICP Core contract is specifically categorized per the following areas:

- Facility Infrastructure: This only principally includes INTEC ~~and~~ RWMC, and RSWF facility infrastructure. The Office of Nuclear Energy (NE) is the Lead Program Secretarial Office (LPSO) at Idaho and manages site-wide infrastructure.
- Environmental Activities (CERCLA Remediation): This includes compliance with the Federal Facilities Compliance Act (FFCA) Site Treatment Plan (STP), Resource Conservation and Recovery Act (RCRA), CERCLA, and ISA activities principally at INTEC and RWMC; the Test Area North (TAN) groundwater remediation; new CERCLA site remediation; site wide Stewardship; Idaho CERCLA Disposal Facility (ICDF) transition operations; and the INTEC Tank Farm closure.
- Waste Management: This includes Contact Handled (CH)-TRU waste management; Remote Handled (RH)-TRU waste management; Mixed Low Level Waste/Low Level Waste (M/LLW) activities/disposition; exhumed buried waste characterization and shipment; treatment and disposal of excess radioactive and hazardous materials (including sodium contaminated waste); and disposition of newly generated waste as needed.
- Spent Nuclear Fuel (SNF): This includes Spent Fuel transfers [Experimental Breeder Reactor (EBR II) and Advanced Test Reactor (ATR) fuels], Facility Surveillance and Maintenance, and SNF Receipt and Storage.

The DOE has numerous prime contractors that support ongoing activities at the Idaho site. Current prime contractors include, but are not limited to CH2M Hill Washington Group Inc. (CWI), Battelle Energy Alliance (BEA), and Idaho Treatment Group (ITG). The number of contractors and scope of the contracts may change during the period of performance of this Contract. During the term of this Contract, the ICP Core Contractor (herein referred to as “the Contractor”) shall interface with the other site contractors. The Contractor shall establish Interface Agreements in accordance with Section 2.1 with the other Department of Energy-Idaho (DOE-ID) contractors, as required.

1. The Idaho Site landlord contractor conducting work for NE is referred to as “the INL contractor.” The INL contractor is responsible for site-wide infrastructure. This requires that an Interface Agreement be established.
2. The Nuclear Regulatory Commission (NRC) contractor is responsible for providing services for management and operation of Spent Nuclear Fuel (SNF) storage facilities and licenses under NRC regulations. This requires that an Interface Agreement be established.
3. The Calcine Disposition and Spent Fuel Repackaging Architect and Engineer (A&E) contractor will be responsible for providing services to develop a path forward for waste calcine disposition and to ensure regulatory compliance. The Calcine Disposition Project (CDP) contractor will also perform pre-design and design of the CDP along with development and submittal of the Best Demonstrated Available Technology (BDAT) petition to the Environmental Protection Agency (EPA) for the Hot Isostatic Press (HIP) process. The CDP contractor will also perform pre-design and design for a receiving,

packaging and shipping facility for Spent Nuclear Fuel with a focus on repurposing an existing facility. This requires that an Interface Agreement be established.

4. The Construction/Decontamination and Decommissioning (D&D) contractor will be responsible for performing the Idaho CERCLA Disposal Facility (ICDF) operations, Accelerated Retrieval Project (ARP) IX construction, Tank Farm interim cap construction and Integrated Waste Treatment Unit (IWTU) strip-out. This requires that an Interface Agreement be established.

C.1.2 GOALS AND OBJECTIVES

The Idaho site works to ensure goals described in the DOE- EM, “DOE Office of Environmental Management FY14 Annual Performance Agreement,” Section J, Attachment J-6, are supported. The goals that are pertinent to this Performance Work Statement (PWS) are:

Goal 1: Improve safety, security and quality performance towards a goal of zero accidents, incidents, and defects and continue to improve the EM Complex-Wide Safety Culture.

Goal 2: Continue cleanup progress in a cost effective manner that is risk-informed, engages stakeholders, applies innovative solutions and provides value to the American taxpayer.

Goal 3: Improve management of contracts and projects/operations activities with the objective of delivering results on time and within cost.

Goal 4: Achieve excellence in leadership and resource management by championing financial stewardship, integrating business processes, optimizing EM culture change, and improving communications with the objective of enhancing accountability and achieving performance results.

Goal 5: Execute the EM Mission in a Sustainable Manner.

The Contractor shall support and implement actions in furtherance of the performance agreement and achievement of the above goals as they relate to the ICP Core activities.

C.1.3 FORMAT AND STRUCTURE

The PWS includes ten sections. Sections C.1.0 and C.2.0 contain the introduction information and transition requirements, which are relevant to the entire scope of the Contract. Sections C.3.0, C.4.0, C.5.0, C.6.0 and C.7.0 contain the technical requirements for the specific EM Facility Infrastructure; CERCLA Remediation; Waste Management; Liquid Waste Facility Infrastructure; and Spent Nuclear Fuel Surveillance, Maintenance and Stabilization, respectively. Section C.8.0 contains general program management and support requirements, which are relevant to the entire scope of the Contract. Section C. 9.0 addresses the list of applicable deliverables and Section C.10.0 incorporates the list of applicable exhibits, which are also relevant to the entire scope of the Contract.

C.2.0 GENERAL TRANSITION SCOPE

During the transition period, as specified in the Section F clause entitled, *Period of Performance*, the Contractor shall perform those activities that are necessary to transition work from the INL and the previous ICP and AMWTP contractors in a manner that: (1) ensures that all work for which the Contractor is responsible under the contract is continued without disruption; (2) provides for an orderly transfer of resources, responsibilities, and accountability from the previous contractor; and (3) provides for the ability of the Contractor to perform the work in an efficient, effective, and safe manner. Workforce transition shall be managed in accordance with the requirements of any and all applicable Section H, Contractor Human Resource Management clauses, within the contract transition period, which is estimated to be 90 days. The first day of the Transition Period will be the date of the issuance of the Notice To Proceed (NTP). The contract effective date is the date the Contractor shall assume full responsibility.

The Contractor shall establish the necessary logistical support (office space, computers, telephone, etc.) to execute transition and shall ensure all necessary personnel, including key personnel for the Contractor, are on-site during the transition period, unless specifically directed otherwise by the Contracting Officer (CO). During the Transition Period, the Contractor shall brief workers, Federal staff, and stakeholders on the Contractor's approach and commitments for accomplishing the PWS. ~~Following the transition period, all employees and subcontractors that are permanently assigned to this project are not eligible for per diem, travel, or any other miscellaneous expenses unless specifically approved in writing by the CO.~~

~~C.2.1.01~~ Transition Plan and Other Transition Activities

The Contractor shall submit a Transition Plan for DOE approval within 14 calendar days after the issuance of the NTP. The Transition Plan shall cover the necessary activities during the transition period from Contract NTP date to the Contract effective date. The plan shall provide sufficient detail for all transition activities, including but not limited to: the transition schedule, a description of all necessary transition activities, coverage of key functional areas during the transition period, the planned strategy for developing required documents (including licenses and agreements), a brief description of all involved organizations, planned execution of Interface Agreements with other DOE-ID site contractors and necessary Memoranda of Understanding (MOUs) with outside support organizations (e.g. NRC, Bureau of Land Management (BLM), etc.), required utilities and other transition activities such as acquisition of necessary equipment, hiring and training of personnel, and development or revisions of required plans and procedures. The objectives of the Transition Plan are to prepare for implementation of the contract and minimize the impacts on continuity of operations. The Contractor shall perform due diligence to ensure that all transition activities are identified and completed during the Transition Period.

The Contractor shall ~~put into place~~ establish any Interface Agreements necessary between it and other DOE-ID site contractors/subcontractors to define necessary interface points, scope boundaries, and/or provision of services, as required. A purchase order, subcontract, or other contracting vehicle between the contractors may dually serve as the necessary Interface Agreement where appropriate. The Contractor shall provide informational copies of all Interface Agreements to DOE as they are established.

To ensure continuity of operations, the Contractor shall adopt the incumbent contractors' programs and procedures at NTP (e.g. Safety Analysis Report (SAR)s, Technical Safety Requirement (TSR)s, operating procedures, etc.), provided the Contractor has formally reviewed the programs and procedures to ensure compliance with Contract requirements, current regulatory requirements, DOE Orders and directives, and the Contractors' organizational roles and responsibilities. The Contractor may-shall revise those programs and procedures it deems necessary to accommodate their technical approach, provided the programs and procedures remain in compliance with DOE requirements, and shall maintain its plans, procedures, programs, etc. in accordance with this PWS.

Status Reports - Transition Activities

The Contractor shall provide weekly status reports of transition activities to DOE. The Contractor shall establish routine status meetings with DOE and other affected contractors to review transition activities and issues. The frequency of the meetings may increase as the end of Contract transition period approaches. The Contractor shall coordinate directly with DOE-ID, and other organizations and contractors to finalize any transition agreements required to assume full responsibility.

DOE Safeguards and Security Survey

During the Contract transition period and prior to assuming control and responsibility for Safeguards and Security (SAS), the Contractor shall be subject to a DOE SAS initial survey conducted in accordance with U.S. DOE Order 470.4B, Admin Change 1, Safeguards and Security Program. The results of the survey shall be documented and form the basis for DOE authorization to assume SAS responsibilities, in particular, responsibility for Special Nuclear Material (SNM) and classified information. Following the receipt of DOE authorization, the Contractor shall assume responsibility at the contract effective date for all applicable SAS resources, materials, facilities, documents, and equipment within the facilities for which the Contractor is responsible.

~~Identification of Material Differences~~

~~Material differences will be managed in accordance with the three step process: During the contract transition period, the Contractor shall, in accordance with Section B clause entitled *Material Differences*, identify any material differences in the systems, facilities, waste sites, property, and services described in this PWS and actual conditions. The Contractor shall prepare and submit a Statement of Material Differences and notify the CO of such differences within 30 days after the Contract Effective Date so that the "true-ups" may be completed within 90 days of completion of contract transition. After the Contractor's Material Difference submission, DOE and the Contractor will negotiate the final list of Material Differences that may require a change to the contract. If the Material Differences require changes to the contract as agreed to by DOE, the Contractor shall submit a change proposal in accordance with Section I clause FAR 52.243-2 *Changes-Cost Reimbursement*, after receipt of a written order from the Contracting Officer. The baseline (see Section H provision, INTEGRATED WORK CONTROL SYSTEMS AND~~

~~REPORTING REQUIREMENTS, Part B, Baseline Development and Performance Reporting) shall be modified to reflect the accepted changes within 30 days after the executed contract modification associated with those changes as the baseline must align with the contract.~~

Assumption of Permits

In accordance with Section H clause entitled *Allocation of Responsibilities for Contractor Environmental Compliance Activities*, the Contractor shall submit to DOE and/or the regulator, as required, no later than 30 days prior to the contract effective date, certified permit modification requests per Exhibit C-1 *List of Current Environmental Permits Applicable to EM INL Site Work Scope* (e.g., site-wide level RCRA permits, EM facility-specific air permits, and EM facility-specific Waste Water Land Application permits) to assume ownership (i.e., change the “operator” name and identify a “responsible corporate officer” responsible for the permit) ~~no later than 30 days prior to the contract effective date~~.

Mandatory and Optional Site Services

By contract effective date, the Contractor shall establish a formal interface agreement with the INL contractor describing how the mandatory and optional site services per Exhibit C-2 will be performed and reimbursed throughout the ICP Core contract period.

C.3.0 EM FACILITY INFRASTRUCTURE

General Infrastructure support is provided by the INL contractor to the Contractor at no cost over the five-year contract period of performance. The INL contractor maintains site roads including snow removal, weed control, lighting, and sign maintenance up to the main gate of the EM-owned site areas and facilities, as well as the parking lot outside of the main gate entrance at the INTEC and RWMC facility areas. The INL contractor maintains and inspects the existing railroad system up to the EM facility perimeter fence or area boundary. The INL contractor maintains other site grounds that are outside of the EM facility areas and outlying EM facilities and structures. The INL contractor will maintain the site seismic monitoring network.

The Contractor shall operate and maintain the EM-owned buildings and structures at the INL site listed in Exhibit C-3 *List of ICP Core EM Buildings and Structures*. The Contractor shall assume that with proper maintenance, no critical equipment failures (cranes, PARS, fuel casks, box lines, Sodium Bearing Waste (SBW) components, etc.) will occur.

C.3.1 EM Facility Infrastructure – RWMC RWMC Infrastructure

C.3.1.01 EM Facility Infrastructure – RWMC

The Contractor shall operate and maintain the EM-owned buildings and structures at RWMC listed in Exhibit C-3 *List of ICP Core EM Buildings and Structures*. This includes providing operators, maintenance crafts, engineers, support personnel (QA, Safety, etc.), and management. The Contractor shall maintain needed facilities, equipment, roads, and railroads

within RWMC throughout the performance period to function at the same level and in the same condition as at the contract effective date. The Contractor shall serve as Building Code Official for EM buildings as described in DOE Order 420.1C, Facility Safety, and associated standards.

The Contractor shall operate and maintain the utility systems for RWMC listed in Exhibit C-4, *ICP Core Utility Systems for INTEC and RWMC*. Utility services must provide adequate building protection including, but not limited to, fire protection (the INL contractor provides the site-wide Fire Department, but the Contractor shall maintain fire protection within RWMC areas), alarm systems, nuclear safety, and Life Safety Code requirements, specified in National Fire Protection Association 101.

The Contractor shall be responsible for general facility maintenance and custodial services at RWMC including, but not limited to: sanitary systems, trash removal, recycling, grass mowing, weed control, housekeeping, floor maintenance, pest control, and snow removal. The INL contractor provides electrical power to the RWMC substations as described in Exhibit C-4, *ICP Core Utility Systems for INTEC and RWMC*. The Contractor shall maintain the power distribution systems downstream from these substations, and reimburse the INL contractor for power consumption.

C.3.2 INTEC Infrastructure

C.3.2.01 EM Facility Infrastructure - INTEC

The Contractor shall operate and maintain the EM-owned buildings and structures at INTEC listed in Exhibit C-3 *List of ICP Core EM Buildings and Structures*. This includes providing operators, maintenance crafts, engineers, support personnel (QA, Safety, etc.), and management. The Contractor shall maintain needed facilities, equipment, roads, and railroads within INTEC throughout the performance period to function at the same level and in the same condition as at the contract effective date. However, the Contractor shall refer to Section C.7.0 for required surveillance, maintenance, and stabilization of SNF facilities. The Contractor shall serve as Building Code Official for EM buildings as described in DOE Order 420.1C, Facility Safety, and associated standards.

The Contractor shall operate and maintain the utility systems for INTEC listed in Exhibit C-4, *ICP Core Utility Systems for INTEC and RWMC*. Utility services must provide adequate building protection including, but not limited to, fire protection (the INL contractor provides the site-wide Fire Department, but the Contractor shall maintain fire protection within INTEC areas), alarm systems, nuclear safety, and Life Safety Code requirements, specified in National Fire Protection Association 101.

The Contractor shall operate and maintain the INTEC Calcine Solids Storage Facility bin sets.

The Contractor shall be responsible for general facility maintenance and custodial services at INTEC including, but not limited to: sanitary systems, trash removal, recycling, grass mowing, weed control, housekeeping, floor maintenance, pest control, and snow removal. The INL contractor provides electrical power to the INTEC substations as described in Exhibit C-4, *ICP*

Core Utility Systems for INTEC and RWMC. The Contractor shall maintain the power distribution systems downstream from these substations, and reimburse the INL contractor for power consumption.

The Contractor shall provide material and storage control for TMI-2 and Fort St. Vrain (FSV) spare parts that are currently located in Idaho.

C.3.2.02 Upgrade of the Emergency Communication System (ECS)

The Contractor shall upgrade the Emergency Communication System (ECS) Random Access Digital Audio (RADA) Announcement System. The ECS RADA shall be completed no later than one year from the contract effective date (See Exhibit C-5).

C.3.2.03 Upgrade of Utility Control System

The Contractor shall upgrade the Utility Control System. ~~The Utility Control System shall be completed no later than two years from the contract effective date~~ (See Exhibit C-5).

C.3.2.04 Upgrade of Electrical Distribution System

The Contractor shall upgrade the Electrical Distribution System (See Exhibit C-5).

C.3.3 EM Facility Infrastructure – RSWF RSWF Infrastructure

C.3.3.01 EM Facility Infrastructure – RSWF

The Contractor shall operate and maintain the MFC-771 Radioactive Scrap and Waste Facility (RSWF) at the Materials and Fuels Complex (MFC) to conduct transfers as needed to support the PWS. This includes the RSWF, the RSWF Staging Area, and the TR-64 Personnel Trailer. The Contractor shall maintain and operate the facilities, equipment, storage locations (liners), radiation monitoring tubes, corrosion surveillance liners, cathodic protection system, and roads inside the fence. At the end of the contract period of performance the facilities shall function at the same level and be in the same or better condition as at the contract effective date.

C.4.0 CERCLA REMEDIATION

The Contractor shall ensure compliance with the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) and the CERCLA-based Federal Facility Agreement and Consent Order (FFA/CO) for the Idaho National Engineering Laboratory (1991), the Agreement to Implement (2008), and with associated CERCLA Records of Decision and their implementing plans for Waste Area Groups (WAG) 1, 2, 3, 4, 5, 6, 7, and 10. Many applicable documents (but not all) are listed in this PWS. These documents are available at <http://ar.inl.gov>. The Contractor shall develop, submit, and finalize reports required by the above documents in accordance with Exhibit C-6 *Environmental Regulatory Structure and Interface Protocol for the ICP Core Contractor*. Key CERCLA deliverables, including FFA/CO Primary documents, are

listed in Section J, Attachment J-2 List of Contract Deliverables/Submittals.

This scope also includes, but is not limited to: hazardous substance release site evaluation and remediation, institutional controls, monitoring, operation and maintenance of remedial actions, and CERCLA Five-Year reviews. The Contractor shall implement Quality Assurance Project Plan (QAPjP) (DOE/ID-10587) as appropriate for data collection activities under the FFA/CO.

C.4.1 INTEC Tank Farm Cap

~~C.4.1.01 INTEC Tank Farm Cap~~

The Contractor shall assume control of the Interim Tank Farm Low Permeability Cover 90% Design (EDF-10116 dated 3/6/2012) and update it as necessary to reflect current field conditions.

During construction of the interim Cover by the separate DOE Construction/D&D Prime contractor, the Contractor shall maintain the design by keeping it current and incorporating field changes as necessary.

During construction, the Contractor shall support the DOE Construction/D&D Prime contractor. The level of support and specific services provided shall be negotiated with, and paid for by the DOE Construction/D&D Prime contractor per an Interface Agreement.

Following construction, the Contractor shall maintain the interim cap through the remainder of the contract period of performance.

C.4.2 RWMC SDA Cap

~~C.4.2.01 RWMC SDA Cap~~

The Contractor shall design the final monolithic soil evapotranspiration cap over the Subsurface Disposal Area located within Waste Area Group (WAG) 7 at RWMC in accordance with the Operable Unit (OU) 7-13/14 Phase 3 Remedial Design Work Plan (DOE/ID-11482). The Contractor shall submit the Phase 3 90% pre-final design document for the cap by ~~March-April 310~~, 2020 for DOE submittal to the regulatory agencies for review. The Contractor shall also be responsible for revising and finalizing the design document per agency comments in accordance with the FFA/CO.

C.4.3 CERCLA

C.4.3.01 Idaho CERCLA Disposal Facility (ICDF)

The Contractor shall operate and maintain the Idaho CERCLA Disposal Facility (ICDF) through September 30, 2016. The Contractor shall dispose of CERCLA soil and debris in the landfill, and dispose of CERCLA waste liquids in the evaporation ponds, in accordance with the Operable Unit 3-13 Records of Decision (DOE/ID-10660) and the following documents:

- ICDF Complex Remedial Action Work Plan (DOE/ID-10984)
- ICDF Complex Operations and Maintenance (O&M) Plan (DOE/ID-11000)
- ICDF Groundwater Monitoring Plan (DOE/ID-10955)
- ICDF Operational and Monitoring Sampling and Analysis Plan (DOE/ID-11005)
- ICDF Waste Acceptance Criteria (DOE/ID-10881)
- ICDF Complex Waste Profile and Verification Sample Guidance (DOE/NE-ID-11175)
- Health and Safety Plan for ICDF INEEL/EXT-01-01318
- DOE Order 435.1, *Disposal Authorization Statement* through September 30, 2016, including submittal ICDF DOE Order 435.1 annual report.
- ICDF Waste Placement Plan (EDF-ER-286)

The Contractor shall establish an Interface Agreement with a separate DOE Construction/D&D prime contractor to transition the Operation & Maintenance (O&M) of the ICDF (which includes all equipment and the compliance with the Waste Acceptance Criteria (WAC) and grouting as necessary), and shall provide ongoing interface support as necessary to implement work in accordance with the required Interface Agreement. After ICDF is transferred, which is anticipated to be October 1, 2016, the Contractor shall dispose of CERCLA soil, debris, and liquid at the ICDF, including transportation to and placement of its CERCLA waste in ICDF, in accordance with the Interface Agreement and the WAC.

C.4.3.02 WAG 1 Test Area North (TAN)

The Contractor shall implement the Technical Support Facility Injection Well (TSF-05) Record of Decision (ROD) for WAG-1, Operable Unit (OU) 1-07B and the associated ROD Amendment. Accordingly, the Contractor shall implement the In-Situ Bioremediation (ISB) Rebound Test Plan (DOE/ID-11444).

The Contractor shall implement the Groundwater Monitoring Plan for TAN OU 1-07B (DOE/ID-11412).

The Contractor shall implement the New Pump and Treat Facility O&M Plan (DOE/ID-10684), the Air Stripper Treatment Unit O&M Plan (DOE/ID-11414), and the ISB O&M Plan (DOE/ID-11012).

The Contractor shall comply with Waste Management Plan for TAN Final Groundwater Remediation OU 1-07B (INEEL/EXT-98-00267).

The Contractor shall maintain the TAN Demolition Landfill in accordance with the Post Closure Care requirements pertaining to the period after the first six months following the Closure Certification per the approved Closure Plan (DOE/ID-11347).

C.4.3.03 WAG 3 INTEC CERCLA Remediation

The Contractor shall implement the Record of Decisions (RODs) for WAG 3, OU 3-13 and 3-14, to ensure Remedial Action Objectives (RAO) are met.

The Contractor shall implement the 3-14 Tank Farm Soil and INTEC Groundwater Remedial Design/Remedial Action (RD/RA) Work Plan (DOE/ID-11333) and take action to reduce anthropogenic water losses and recharge to the INTEC northern perched water zone per the Work Plan.

The Contractor shall implement the OU 3-14 Tank Farm Soil and INTEC Groundwater Long-Term Monitoring Plan (DOE/ID-11334).

The Contractor shall implement the OU 3-14 Tank Farm Soil and INTEC Groundwater Operation and Maintenance Plan (DOE/ID-11337).

The Contractor shall comply with the OU 3-14 Tank Farm Soil and INTEC Groundwater Waste Management Plan (DOE/ID-11335).

C.4.3.04 WAG 7 RWMC CERCLA Remediation

The Contractor shall perform vadose zone sampling and reporting; operate and maintain the organic contamination in the vadose zone vapor extraction and treatment system; provide products and services to satisfy requirements of the Federal Facility Agreement and Consent Order (FFA/CO) at the Subsurface Disposal Area (SDA).

The Contractor shall implement the Field Sampling Plan for OU 7-13/14 Aquifer Monitoring (DOE/ID-11492) and perform groundwater monitoring and O&M of the monitoring wells.

The Contractor shall implement the Vadose Zone Field Sampling Plan for OU 7-13/14 (DOE/ID-11503).

The Contractor shall implement the Operable Unit 7-13/14 Operations and Maintenance Plan (DOE/ID-11393); operate and maintain the vapor vacuum extraction system (OCVZ); complete Pad A inspections and reports, etc. The Contractor shall revise the plan in accordance with the FFA/CO to allow the necessary studies to complete the design for the final SDA cap.

The Contractor shall implement the Health and Safety Plan for OU 7-13/14 Field Activities (ICP/EXT-04-00209) for applicable work at RWMC.

The Contractor shall note that the WAG 7 Buried Waste Exhumation scope is addressed in Section C.5.2.01 CH-TRU Waste Exhumation.

C.4.3.05 WAG 10 Balance of Site Remediation

The Contractor shall prepare and submit to DOE the monthly report required by the FFA/CO Section 17.1 by the 15th day of each month.

The Contractor shall implement the Comprehensive ROD for WAG 10, OU 10-08, for Long-Term Management and Control of ICP sites to ensure remedial action objectives are met.

The Contractor shall maintain all CERCLA records and operate and maintain the environmental databases for all WAGs. This includes, but is not limited to, the Institutional Control (IC) database; the Geographical Information System; the CERCLA Action Tracking System; the Environmental Data Warehouse (EDW); and the Administrative Record and Information Repository.

The Contractor shall implement the Site-Wide Institutional Controls, and Operations and Maintenance (IC & O&M) Plan (DOE/ID-11042).

~~The Contractor shall resolve regulatory comments on the draft 2015 CERCLA 5-year review document that was submitted by the previous ICP contractor, finalize the document, and submit the final document in accordance with the FFA/CO. The most recent CERCLA 5-year review (January 2011) is available at <http://ar.inl.gov> as document DOE/ID-11429, Revision 0, Parts 1 and 2.~~

The Contractor shall prepare a draft 2020 CERCLA 5-year review document for submittal to regulatory agencies by August 15, 2020. The Contractor shall also be responsible for revising and finalizing the 5-year review document per agency comment.

The Contractor shall implement the OU 10-08 Post-Record of Decision Groundwater Monitoring and Field Sampling Plan for OU 10-08 (DOE/ID-11420). The Contractor shall maintain the current CERCLA monitoring well network, including well logging, routine maintenance of existing monitor wells, and the annual reporting of such activities.

The Contractor shall manage and maintain the New Site Process by identifying, tracking, remediating, and documenting the remediation of future new sites in accordance with OU 10-08 ROD and Remedial Design Remedial Action Work Plan (DOE/ID-11418). See Section 5. of DOE/ID-11418. The Contractor shall perform remedial actions at new CERCLA sites identified through the New Site Identification (NSI) process.

The Contractor shall prepare a plug-in remedy memorandum and Explanation of Significant Differences for a removal and disposal plug-in remedy to remove two feet of contaminated gravel from the northern drain (32-TRA), properly plug and abandon both shallow injection wells (32-TRA and 33-TRA at the former location of TRA-655), and maintain institutional controls until the risks have been reduced to acceptable levels. See CERCLA document NSI-25188 for new site TRA-75.

The Contractor shall complete New Site Identification Forms (NSID), Part As, Part Bs, etc. as necessary.

The Contractor shall implement Field Sampling Plans (FSP) and remedial actions in the field. ~~The Contractor shall address any additional new sites in compliance with the OU 10-08 ROD.~~

The Contractor shall implement FSPs for the following new sites:

- TRA-79 (includes TRA-15 and TRA-78) (DOE/ID-11493 Rev. 0). See CERCLA document NSI-26003.
- TRA-80 (includes ATRX courtyard area, TRA-Y, ~~and TRA-19, TRA-75, and TRA-81~~). See CERCLA document NSI-26011.
- CPP-138 (Hot soil at CPP-633). See CERCLA document NSI-26005.

FSP documents for TRA-80, and CPP-138 will be posted to ar.inl.gov when complete.

After the FSPs are implemented for these three sites and characterization data are obtained, the Contractor shall complete Part B of the NSID process for each of the three sites and obtain regulatory agency approval.

The Contractor shall implement the Groundwater Monitoring Plan for ATRX OU 2-13 (DOE/ID-10626).

The Contractor shall implement the Central Facilities Area (CFA) Landfills Long-Term Monitoring and Field Sampling Plan (DOE/ID-11374).

C.4.3.06 Additional Groundwater Monitoring Wells - CFA Landfill (PRICED OPTION)

The Contractor shall abandon three existing monitoring wells and install three new monitoring wells for the CFA Landfill monitoring.

C.4.3.07 Additional Groundwater Monitoring Wells - TAN Groundwater Remediation (PRICED OPTION)

The Contractor shall also install three new monitoring wells for the TAN Groundwater Remediation.

C.5.0 WASTE MANAGEMENT

The Contractor shall manage all: hazardous, M/LLW (including primary M/LLW from INTEC and AMWTP, which is stored Legacy CH-TRU reclassified as M/LLW), CH-TRU and RH-TRU waste, and exhumed CH-TRU waste generated by the Idaho Cleanup Project (ICP). Waste types anticipated to be encountered under this PWS include debris, solids, and soil. The Contractor shall establish and maintain a DOE Order 435.1 compliant M/LLW and TRU waste program. This includes but is not limited to: treating waste; maintaining characterization and treatment equipment and facilities; supporting inspection, certification, and compliance audits (including multiple disciplines within the Department of Energy Consolidated Audit Program (DOECAP) process); transporting and disposing; and interfacing with regulatory agencies

including EPA, the state of Idaho, the state of Nevada, and the state of New Mexico.

The Contractor shall be subject to the Department of Transportation (DOT) Hazardous Material Regulations (HMR) and may wish to prepare and/or conduct an offsite shipment that is not in accordance with the HMR. If so, then the contractor shall apply for a DOT Special Permit. Applications shall be submitted to the responsible Head of Operations Office or the Field Office/Site Office Manager for processing through the EM Headquarters Certifying Official (HCO) to DOT. Applications shall follow the directions in 49 CFR 107.105.

All TRU waste generated under this Contract, listed in the ISA, identified in the PWS waste inventory exhibits, or encountered during the course of accomplishing this contract work shall be processed and shipped out of the state of Idaho.

All TRU waste with a generation date of 1995 or earlier shall be managed as Idaho Settlement Agreement TRU waste and is defined as “~~legacy~~ Legacy TRU waste.” Waste retrieved from the Transuranic Storage Area – Retrieval Enclosure (TSA-RE) includes waste that may fall out as M/LLW. Legacy TRU waste shall be processed and shipped out of the State of Idaho prior to December 31, 2018. The Contractor shall assume an initial total volume of 13,000 cubic meters of Legacy TRU waste that shall be treated, characterized, and certified for shipment at the contract effective date. All Legacy TRU waste and associated volumes that are treated and disposed shall be accounted for such that DOE can provide objective evidence of compliance with provisions of the 1995 Idaho Settlement Agreement and the INL Site Treatment Plan. The Contractor shall assume that 60% of the initial total volume of 13,000 cubic meters of Legacy TRU will remain TRU waste and 40% will be characterized as primary M/LLW after treatment.

All targeted waste exhumed and packaged from the SDA under OU 7-13/14 activities, regardless of assay results, shall be processed and shipped out of the State of Idaho in compliance with the requirements defined in the Agreement to Implement. For WIPP disposal purposes, related to the exhumation of buried waste, the Contractor shall manage it in accordance with the applicable requirements of the Waste Analysis Plan of the WIPP Hazardous Waste Facility Permit, NM 4890139088-TSDF WIPP document repository available at http://www.wipp.energy.gov/Documents_All_Number.htm. See Exhibit C-7, *ISA Inventory of CH-TRU Waste [Item Description Code (IDC) Definitions]*, and Exhibit C-13 *Standard Waste Container Volume Assumptions*, for definitions and container volume assumptions for the waste within Exhibits C-8 and C-9. Estimated CH-TRU and RH-TRU waste inventory on-site is available in Exhibit C-8, *ISA Inventory of CH-TRU Waste* and Exhibit C-9, *ISA and Non-ISA Inventory of RH-TRU Waste*.

Work associated with the disposal of TRU waste at the Waste Isolation Pilot Plant (WIPP), includes, but is not limited to: retrieval from various on-site locations; exhumation from the SDA; development of acceptable knowledge documentation (including Tier 1 request support); treatment to meet the Transuranic Waste Acceptance Criteria (WAC) for the WIPP DOE/WIPP/02/3122 Rev 7.4 (WIPP WAC) available at the WIPP document repository: http://www.wipp.energy.gov/Documents_All_Number.htm; visual examination; waste characterization and certification; assembly of containers into payloads; and loading of approved transportation containers for shipment to and disposal at WIPP. TRU waste must be

treated to meet the requirements of the most current version of the WIPP WAC, which includes, but is not limited to: development of data packages to show compliance with the WIPP WAC, defense of data packages, and negotiation with the state of New Mexico and EPA.

Payloads that are certified for disposal at WIPP shall meet the requirements for shipment in TRUPACT-II containers, HalfPACT containers, RH-72B containers, or other NRC-certified packaging as applicable (i.e. TRUPACT-III containers, once certified). The container specifications for approved payload configurations are identified in the most current version of the WIPP WAC. The payload configurations can include a mixture of TRU waste and waste having TRU constituents provided the final disposal configuration is determined to be TRU waste.

The WIPP Shipping Baseline schedule is subject to Carlsbad Field Office (CBFO) approval and utilizes a week starting on Sunday and ending on Saturday. The Contractor shall ensure the WIPP Shipping Baseline schedule accounts for the following Idaho native Indian tribal holidays: [Treaty Days (July 3), Independence Day (July 4), Shoshone – Bannock Indian Festival (second weekend in August, Thursday through Sunday) and Indian Days (last Friday of September)]. The Contractor shall plan for approximately six weeks for the annual WIPP maintenance shutdown, typically during the second quarter of the Government fiscal year. CBFO will establish what constitutes the last shipment prior to a holiday or shutdown and when shipments can resume.

Agreement on specific dates for TRU waste shipments to WIPP shall be reached with the DOE Carlsbad Field Office, approximately one month in advance. Shipments shall be managed through the CBFO approved WIPP Shipping Baseline schedule. The WIPP Shipping Baseline schedule is subject to changes based upon CBFO funding and DOE priorities. The Contractor shall plan for operations at WIPP to resume by 9/30/2016, consistent with the WIPP Recovery Plan at: <http://www.wipp.energy.gov/wipprecovery/recovery.html>, and shall plan for 25 shipments of CH-TRU per week and two (2) shipments of RH-TRU per week. Shipment departure times are subject to CBFO approval in order to minimize transit times between the INL site and WIPP and to comply with CBFO agreements with participating states en route (i.e. the number of shipments at a Port of Entry at any one time or shipment arrival times at a Port of Entry).

Transportation inspections are required by the U.S. Department of Transportation (DOT) and the State of Idaho prior to the TRU waste shipments leaving the INL. The Contractor shall be responsible for control of the shipment through: loading and assembly of the cask, placement and securing the cask onto the transport trailer provided by the Government, and inspection of the assembled load, truck, and trailer by the Idaho State Police (ISP). After the ISP has determined that the shipment has passed inspection, the shipment is released, thereby transferring control to the WIPP transportation contractor. Transportation of TRU waste to WIPP is the responsibility of CBFO after the transport receives dispatch approval from the WIPP Central Monitoring Room and leaves the INL security gate.

The three major waste programs discussed under this section include: CH-TRU (C.5.1 and C.5.2), RH-TRU (C.5.3 and C.5.4), and CH M/LLW (C.5.5).

C.5.1 CH TRU Waste Disposition

The Contractor shall complete the processing of all ISA waste at the Transuranic Storage Area ([TSA](#)) and also shall complete shipment out of the state of Idaho for disposal by December 31, 2018. The disposal schedule for TRU waste will be finalized once operations at WIPP resume. All non-ISA waste at TSA shall be treated and disposed of within 6 months of the completion of the ISA scope. The estimated ISA (already retrieved and in storage) is included in Exhibit C-8, *ISA Inventory of CH-TRU Waste*. ~~This scope also includes the operations, maintenance, and improvements of CH-TRU facilities.~~ These activities include, but are not limited to, routine operations and maintenance activities needed to support the CH-TRU facilities and any facility improvements needed to sustain operations. When all CH-TRU waste and M/LLW has been shipped out of the state of Idaho for disposal, facilities shall be maintained in a stand-by condition to the end of the contract unless directed otherwise by the CO.

C.5.1.01 AMWTP Permit

The AMWTP Hazardous Waste Management Act (HWMA)/RCRA Permit was issued with an effective date of 06/04/2008, and currently consists of the Waste Storage Facilities (WSF) (WMF-628 through WMF-635), WMF-610, WMF-676, and the Outside Storage Area. The WSF, WMF-610, and WMF-676 are currently permitted for storage, various miscellaneous treatment, and mechanical processing. WMF-636 Pad 2 and the Outside Storage Area are currently permitted for container storage and treatment.

The Contractor shall complete a reapplication for the AMWTP HWMA/RCRA Permit as required by the INL RCRA Work Plan, see the following website: https://idahocleanupproject.com/Portals/0/Documents/FINALWORKPLAN_Rev041714.pdf. This reapplication is required to be submitted to the Idaho Department of Environmental Quality (IDEQ) by December 1, 2017, and shall include all areas that are currently permitted ~~with the exception of WMF-636 Pad 2.~~

The Contractor shall ~~perform prepare a~~ RCRA closure ~~plan of for~~ WMF-636 including the TSA-RE Interim Status Units and WMF-636 Pad 2 ~~as required by the INL RCRA Work Plan and submit the plan to DOE for approval.~~ This ~~plan~~ may require ~~a revision to the closure plan and may require~~ coordination with CERCLA ~~to determine~~ if contamination ~~is present~~ below the asphalt ~~is identified~~. ~~Closure~~ The closure plan shall be developed to show closure activities beginning within 90 days of removing all stored TRU waste from the facilities or by the date specified in the approved revised closure plan. WMF-636 (TSA-RE) is a weather-tight metal building over hazardous waste container storage units TSA-RE Pad R, Pad 2, and Pad 1. The TSA-RE building covers the waste stack, berms, and sloped earth. TSA-RE Pad 1 and TSA-RE Pad R are currently permitted for storage, liquid absorption, decanting, neutralization, sizing, and repackaging. The Pad 1 and Pad R portions of this unit will operate under interim status, and the Pad 2 portion of this unit will operate under the AMWTP HWMA/RCRA Permit until closure.

C.5.1.02 CH-TRU Waste from Other DOE Sites

The Contractor shall process up to 100 cubic meters of CH-TRU waste from other DOE sites as directed by the CO in accordance with the INL Site Treatment Plan requirements. Anything beyond 100 cubic meters will be directed by the CO and will be considered out of target work scope under CLIN 00001. The INL Site Treatment Plan requires that this waste be treated within six (6) months of receipt and shipped out of the state of Idaho within six (6) months of treatment, whether dispositioned as CH-TRU or M/LLW. CH-TRU waste from other DOE sites will be shipped in TRUPACT containers or other certified packaging. The Contractor shall separately account for all treated and disposed waste volumes such that DOE can provide objective evidence of compliance with provisions of the 1995 Idaho Settlement Agreement and the INL Site Treatment Plan. The Contractor shall reduce the volume of this material whenever possible, such as through supercompaction, prior to shipment for disposal. The Contractor shall manage this additional work such that no INL Site regulatory milestones will be missed. This work may be performed utilizing existing facilities and equipment as agreed to by the Contractor and the generating site within a DOE-approved MOU.

C.5.1.03 CH-TRU Retrieval

The Contractor shall complete the retrieval ~~and RCRA closure~~ of all stored waste from the earthen covered berms and cargo containers located within building number WMF-636, ~~Transuranic Storage Technical Support Area (TSA)-Retrieval Enclosure (RE)~~ to ensure that all waste can be certified and/or shipped prior to December 31, 2018. All waste retrieved from WMF-636 shall be managed as Idaho Settlement Agreement waste, by September 30, 2017 (AMWTP HWMA/RCRA Permit expiration date), to allow for RCRA closure of WMF-636 within 90 days of removing all stored TRU waste from the facilities or by the date specified in the approved revised closure plan. The retrieved containers may be breached, damaged, degraded, or of questionable structural integrity. The Contractor shall take appropriate measures to manage all containers safely and effectively to minimize the spread of radioactive contamination and hazardous materials, and exposure to workers. The Contractor shall disposition the soil cover removed from the waste stored in the TSA-RE in a compliant manner established by the Contractor (e.g. CERCLA waste in ICDF). The approximate footprint of the containers that remain to be retrieved from WMF-636 is included in Exhibit C-14, *CH-TRU Waste Inventory to be Retrieved*.

C.5.1.04 CH-TRU Characterization and Certification

In order to ship waste to WIPP, the waste shall be certified and characterized, packaged, and shipped by a program that is certified by CBFO. On the contract effective date, the Contractor shall assume responsibility for the certification authority granted to the Idaho CH-TRU Program by CBFO in order to characterize CH-TRU waste for disposal at WIPP. The contractor shall maintain the certification authority to perform the characterization, packaging, and shipping of CH waste to WIPP throughout the contract period. To maintain this capability, the contractor shall accommodate audits performed by the CBFO, the state of New Mexico, and the EPA.

The Contractor shall perform characterization as needed for storage, treatment, certification, transportation, and disposal of CH-TRU waste. Characterization may include, but is not limited to, radiological or radiographical examination, visual examination, non-destructive assay, head-

space gas analysis, and/or flammability analysis, reviewing characterization and treatment data to ensure the waste meets all disposal requirements, or any other methodology acceptable to DOE. This scope shall also include maintaining & operating the TRU Waste laboratory (WMF-TR-14) and its certification to perform analysis as required to support disposal at WIPP. The Contractor shall ensure waste packages meet all certification requirements for acceptance at WIPP.

C.5.1.05 CH-TRU TREATMENT

The Contractor shall treat all legacy CH-TRU waste for disposal and certify that the waste has been treated to applicable requirements, including the waste acceptance criteria of the treatment/disposal facility. Waste that is demonstrated through assay to contain greater than or equal to 100 nCi/g of transuranic isotopes must shall be treated to meet the requirements of the WIPP WAC and shall be disposed of as CH-TRU. Waste that is demonstrated through assay to contain less than 100 nCi/g of transuranic isotopes shall be classified as shall M/LLW and shall ~~must~~ meet the requirements of the appropriate disposal facility's WAC for disposition.

Existing treatment processes include but are not limited to: repackaging, size reduction, opening and sorting waste in order to address prohibited conditions, and mixing with absorbent to remove free liquid. These processes are currently performed in various facilities at RWMC including the Advanced Mixed Waste Treatment Facility, various treatment tents in the CH-TRU program, Accelerated Retrieval Project (ARP) V for sludge repackaging, and various other facilities at RWMC. All of these processes are available for the Contractor to use as appropriate.

C.5.1.06 CH-TRU Storage and Movement

The Contractor shall store all waste in a safe and compliant manner until the waste is disposed off-site or transferred for shipment to WIPP. Waste may be transferred within the RWMC footprint without characterization or Department of Transportation (DOT) compliant packaging. Waste transfers between RWMC and INTEC or Materials and Fuels Complex (MFC) shall be performed under the Contractor's DOE approved Transportation Safety Document in accordance with DOE 460.1C, Packaging and Transportation Safety.

C.5.1.07 CH-TRU Packaging and Transportation

Contractor assembly and certification of payloads and shipments are under the oversight and authority of the DOE CBFO Central Characterization Project (CCP). The Contractor shall utilize the services of the DOE CBFO CCP contractor to oversee the development of the CH-TRU waste assembly and certification of payloads and shipments in accordance with the DOE CBFO CCP certified Packaging and Transport program. Costs for the services of DOE CBFO CCP shall be included in the Contractor's target cost.

The Contractor shall utilize payload configurations that maximize the WIPP disposal capability, as determined by CBFO. The Contractor shall assemble shipments that contain a mixture of payloads that can be disposed of in an efficient arrangement in WIPP (i.e., a mixture of 7-packs of 55-gallon drums, 3-packs of 100-gallon product drums, ten drum overpacks, and standard

waste boxes). The Contractor shall follow DOE policy for efficient use of TRU waste transportation resources which requires shipping sites to ship the maximum number of loaded packages (i.e., three TRUPACT-IIIs or two TRUPACT-IIIs and one HalfPACT) per shipment with minimal dunnage containers and the maximum amount of waste. All over-packed shipping configurations require specific advance approval from CBFO.

The Contractor shall follow DOE CBFO guidelines specified in the WIPP WAC. Such measures shall include, but are not limited to, supercompaction of waste whenever practical, and utilizing payload configurations and waste packaging that minimizes dunnage and maximizes shipping and disposal efficiency.

The contractor shall utilize transport containers provided by WIPP. Transport of TRU waste to WIPP is a government furnished service that is provided by CBFO (see Section H.57 *GOVERNMENT FURNISHED SERVICES/ITEMS*). Costs for transportation of TRU waste to WIPP that are associated with: TRUPACT-II, HalfPACT, other approved NRC licensed containers, trailers, tractors, drivers, and disposal at WIPP are borne by CBFO. All other costs, including consumables, associated with TRU waste shipments to WIPP shall be included in the Contractor's Target Cost.

The Contractor shall ship all CH-TRU waste previously certified, but not shipped, by the incumbent contractor as a result of the 2014 WIPP shutdown. The backlog of CH-TRU waste is anticipated to be 750 shipments (approx. 3,750 cubic meters) which shall be shipped per the shipping schedule established by the receiving repository facility ~~WIPP per the rolling 8-week shipping schedule~~. The backlog inventory shall be shipped prior to any other CH-TRU waste. The exhumed SDA waste shall be shipped after the CH-TRU waste backlog has been shipped and after the ISA CH-TRU waste has been shipped.

C.5.2 Buried Waste Exhumation

C.5.2.01 CH-TRU Buried Waste Exhumation

The Contractor shall continue implementation of the WAG 7 OU 7-13/14 ROD and Agreement to Implement Court Order, dated May 25, 2006, including all required actions and reporting. In performing waste exhumation, the Contractor shall implement the OU 7-13/14 Phase 1 RD/RA Work Plan, Rev. 2 (DOE/ID-11389). ~~However, t~~Targeted buried waste exhumation shall be completed and the draft Phase I Interim Remedial Action Report shall be submitted to the agencies in accordance with the FFA/CO and the *Environmental Regulatory Structure and Interface Protocol for the ICP Core Contractor* (see Exhibit C-6) ~~by August 31, 2020, which is ahead of the regulatory milestone~~. The Phase I Interim Remedial Action Report shall be finalized with regulatory agency acceptance in accordance with the FFA/CO.

The Contractor shall complete buried waste exhumation of the approximately 1.~~9~~7 acres of remaining footprint in ARPs VIII and IX at the RWMC using the existing facilities and equipment (excavators, telehandlers, front end loaders, Drum Packaging Stations, etc.). This scope shall include the operations, maintenance and improvements of RWMC facilities located on the Subsurface Disposal Area (SDA). These activities shall include but are not limited to:

routine operations and maintenance activities needed to support the AMWTP facilities, and any facility improvements needed to sustain operations. All other work associated with processing exhumed waste shall be completed in accordance with Sections C.5.1.04, C.5.1.06, and C.5.1.07.

The Contractor shall continue to operate and maintain facilities WMF-602, 610, 618, 628, 634, 635, and type II storage modules (WMF- 629 – 633) as needed for both stored and/or buried CH-TRU waste through completion of shipping of exhumed waste.

C.5.3 RH-TRU Waste Disposition RH-TRU (LOTS 1 – 9) –~~CLIN 00001~~

The Contractor shall complete the processing and shipment ~~out of the state of Idaho~~ for disposal out of Idaho for all RH-TRU in storage at INTEC which includes all waste remaining in Lots 1 through 9. The estimated inventory is included in Exhibit C-9, *ISA and Non-ISA Inventory of RH-TRU Waste*. All waste in Lots 1 through 9 shall be treated and packaged by September 30, 2016, and shipped out of the state of Idaho for disposal by December 31, 2018. This scope includes the operations, maintenance, and improvements of RH-TRU Program facilities at INTEC. These activities shall include, but are not limited to: routine operations and maintenance activities needed to support the RH-TRU Program facilities, and any facility improvements needed to sustain operations.

The RH-TRU Program consists of the following elements.

C.5.3.01 RH-TRU RETRIEVAL

The Contractor shall retrieve stored RH-TRU waste from INTEC (CPP-1617) and from the RSWF at MFC and stage it at INTEC for future treatment at CPP-666. The Contractor shall use a DOE provided Facility Transfer Cask, or an Interim Storage Container (ISC), when transporting material from the RSWF to INTEC. Retrieval of waste from RSWF may require pulling inner waste containers from below grade liners or excavation of the outer liners depending upon the inner waste container integrity.

~~The Contractor shall retrieve stored waste from various locations at INTEC or MFC. Waste stored at MFC may be stored below grade in the Radioactive Scrap and Waste Facility (RSWF). The Contractor shall operate under the INL contractor authorization basis as a tenant within the RSWF and shall utilize the INL provided casks as needed, upon terms that shall be established within its Interface Agreement with the INL contractor (see also C.7.1.04). Retrieval of waste from RSWF may require pulling inner waste containers from below grade liners or excavation of the outer liners depending upon the inner waste container integrity. Waste retrieved from MFC shall be transported by the Contractor to INTEC for treatment.~~

C.5.3.02 RH-TRU Characterization and Certification

In order to ship waste to WIPP, the waste shall be certified and characterized, packaged, and shipped by a program that is certified by CBFO. The Contractor shall utilize the services of the DOE CBFO CCP contractor to ~~oversee the development of the~~ RH-TRU waste certification data packages and ~~assembly assemble~~ of the loads. Costs for the services of DOE CBFO CCP shall be included in the Contractor's target cost. The Contractor shall support the development of the

waste certification data packages to show compliance with the WIPP WAC, support the defense of the data packages, and support negotiations with the State of New Mexico and the Environmental Protection Agency. The Contractor shall accommodate audits performed by the CBFO, the state of New Mexico, and the EPA.

The Contractor shall perform characterization under the DOE CBFO CCP program as needed for storage, treatment, certification, transportation, and disposal of RH-TRU waste. Characterization may include, but is not limited to, radiological or radiographical examination, visual examination, dose-to-curie, head-space gas analysis, and/or flammability analysis, wattage determinations, reviewing characterization and treatment data to ensure the waste meets all disposal requirements, or any other methodology acceptable to DOE. This scope shall also include maintaining and operating the TRU Waste laboratory and its certification to perform analysis as required to support disposal at WIPP.

C.5.3.03 RH-TRU TREATMENT

The Contractor shall treat all waste for disposal and certify that the waste has been treated to applicable requirements, including the waste acceptance criteria of the treatment/disposal facility. Waste that is demonstrated through assay or dosed to curie to contain greater than or equal to 100 nCi/g of transuranic isotopes shall be treated to meet the requirements of the WIPP WAC. Waste that is demonstrated through assay or dosed to curie to contain less than 100 nCi/g of transuranic isotopes shall meet the requirements of the appropriate disposal facility's WAC.

Existing treatment processes include but are not limited to: repackaging, size reduction, removal of WIPP prohibited waste characteristics (e.g. Sodium), and opening and sorting waste in order to address prohibited conditions that prevent disposal of the subject waste. These processes are currently performed in CPP-666 and CPP-659 at INTEC. All of these processes are available for the Contractor to use as appropriate.

No liquids are anticipated to be generated during RH-TRU treatment that would require the INTEC Liquid Waste Management System to remain active for RH-TRU operations.

C.5.3.04 RH-TRU Storage and Movement

The Contractor shall store all waste in a safe and compliant manner until the waste is disposed off-site or transferred for shipment to WIPP. Waste may be transferred within the INTEC footprint without characterization or DOT compliant packaging. Waste transfers between RWMC or MFC and INTEC shall be performed under the Contractor's DOE approved Transportation Safety Document in accordance with DOE 460.1C, Packaging and Transportation Safety.

C.5.3.05 RH-TRU PACKAGING AND TRANSPORTATION

Contractor assembly and certification of payloads and shipments are under the oversight and authority of the DOE CBFO CCP. The Contractor shall utilize the services of the DOE CBFO CCP contractor to oversee the development of the RH-TRU waste assembly and certification of

payloads and shipments in accordance with the DOE CBFO CCP certified Packaging and Transport program. Costs for the services of DOE CBFO CCP shall be included in the Contractor's target cost. Contractor assembly and certification of payloads and shipments shall be performed in accordance with the CCP certified packaging and transportation program. The Contractor shall utilize payload configurations that maximize the WIPP disposal capability, as determined by CBFO. The Contractor shall assemble shipments that contain a mixture of payloads that can be disposed of in an efficient arrangement in WIPP. The Contractor shall follow DOE policy for efficient use of TRU waste transportation resources which requires shipping sites to ship the maximum number of loaded packages (i.e., fully-loaded RH-72Bs) per shipment with minimal dunnage containers and the maximum amount of waste. All over-packed shipping configurations require specific advance approval from CBFO.

The Contractor shall follow DOE Carlsbad Field Office guidance specified in the WIPP WAC. Such measures shall include, but are not limited to, ~~supereompaction of waste whenever practical, and~~ utilizing payload configurations and waste packaging that minimizes dunnage and maximizes shipping and disposal efficiency

The Contractor shall utilize transport containers provided by WIPP. Transport of TRU waste to WIPP is a Government Furnished Service that is provided by CBFO. Costs for transportation of TRU waste to WIPP that are associated with: RH-72B casks, other approved NRC licensed containers, trailers, tractors, drivers, and disposal at WIPP are borne by CBFO. All other costs, including consumables (e.g., removable lid canisters), associated with TRU waste shipments to WIPP shall be included in the Contractor's Target Cost.

The Contractor shall ship all RH-TRU waste (Lots 1-9) previously certified, but not shipped, by the incumbent contractor as a result of the 2014 WIPP shutdown. The backlog of RH-TRU waste is anticipated to be ~~30-50~~ **50** shipments (approx. 15 cubic meters) which shall be shipped ~~per the shipping schedule established by the receiving repository facility to WIPP per the rolling 8 week shipping schedule.~~ **per the shipping schedule established by the receiving repository facility**. The backlog inventory shall be shipped prior to any other RH-TRU waste. Once the backlog inventory has been shipped, the Contractor shall resume shipments of RH-TRU waste in accordance with the ~~shipping schedule established by the receiving repository facility rolling 8 week shipping schedule~~ **shipping schedule established by the receiving repository facility** to meet the ISA 12/31/2018 date.

C.5.3.06 ~~RH Waste~~ RH-TRU LOT 11 and LOT 12

The Contractor shall develop and submit a cost, technical, and schedule estimate to DOE by November 30, 2016 to retrieve, process, treat, characterize, and dispose of the waste identified as ~~all of Lot 11 (Legacy RH-M/LLW Treatment and Disposal).~~ **all of Lot 11 (Legacy RH-M/LLW Treatment and Disposal).** ~~Lot 11 can only be treated in CPP-666 due to container size and Rad fields greater than 50 R/hr at 30 cm. Lot 11 could generate TRU waste.~~ **Lot 11 can only be treated in CPP-666 due to container size and Rad fields greater than 50 R/hr at 30 cm. Lot 11 could generate TRU waste.** See Exhibit C-11, *Lot 11 – Legacy RH-M/LLW Treatment and Disposal*. This waste is located in below ground storage at the RSWF at MFC.

~~The Contractor shall develop and submit a cost, technical, and schedule estimate to DOE by November 30 August 31, 2016 to retrieve, process, treat, characterize, and dispose of the Lot 12 waste identified as all with Rad fields of greater than 50 R/hr at 30 cm and that cannot be processed in CPP-659 due to size restrictions in (Newly Generated RH-TRU and MTRU Waste)~~ **The Contractor shall develop and submit a cost, technical, and schedule estimate to DOE by November 30 August 31, 2016 to retrieve, process, treat, characterize, and dispose of the Lot 12 waste identified as all with Rad fields of greater than 50 R/hr at 30 cm and that cannot be processed in CPP-659 due to size restrictions in (Newly Generated RH-TRU and MTRU Waste)**

~~per Exhibit C-12, Lot 12 - Newly Generated RH-TRU and MTRU Waste. This waste is located in below ground storage at the RSWF at MFC. This waste is located in below ground storage at the RSWF at MFC.~~

The cost, technical, and schedule estimates to be provided should not be constrained by the ICP Core contract funding profile nor the ICP Core contract period of performance.

C.5.3.07 RH Waste LOT 11 Option Work (PRICED OPTION)

The Contractor shall operate the RH Waste program in accordance with sections C.5.3.01 RH-TRU Retrieval, C.5.3.02 RH-TRU Characterization and Certification, C.5.3.03 RH-TRU Treatment, ~~and~~ C.5.3.04 RH-TRU Storage and Movement, ~~and~~ C.5.3.05 RH-TRU Packaging and Transportation for a portion of Lot 11 (Legacy RH-M/LLW ~~Treatment and Disposal~~), under the CH-ANL-180RH waste stream ID stored in ~~the~~ 24-in RSWF Liners. See Exhibit C-11, *Lot 11 – Legacy RH-M/LLW Treatment and Disposal*. This work shall ~~begin no earlier than~~ be completed in GFY2017, ~~and shall be completed no later than GFY2018.~~ The contractor shall treat as much of the CH-ANL-180RH waste stream that is stored in 24-in RSWF Liners in a 12 month period as possible.

This scope involves the treatment and repackaging of waste that contains sodium, NaK, and/or RCRA metals. The reactive nature of this waste requires segregation and management to prevent its contact with water or other materials that may cause a reaction. Activities such as hot cell cleanouts may be required prior to introduction of other waste streams into treatment areas that have processed active waste. This waste shall be retrieved from below ground storage at the RSWF at MFC, or above ground as made available by the INL contractor, and transferred to INTEC by the Contractor for treatment. The storage configuration at RSWF is vertical pipes placed below grade and retrieval may require excavation of the pipes.

C.5.3.08 RH Waste LOT 12 Option Work (PRICED OPTION)

The Contractor shall operate the RH Waste program in accordance with sections C.5.3.01 RH-TRU Retrieval, C.5.3.02 RH-TRU Characterization and Certification, C.5.3.03 RH-TRU Treatment, C.5.3.04 RH-TRU Storage and Movement, and C.5.3.05 RH-TRU Packaging and Transportation ~~C.5.3.02 RH-TRU Characterization, C.5.3.03 RH-TRU Treatment, and C.5.3.04 RH-TRU Storage and Movement~~ for Lot 12 (Newly Generated RH M/LLW and MTRU Waste) per Exhibit C-12. ~~See Exhibit C-12, Lot 12 – Newly Generated RH-TRU-M/LLW and MTRU Waste. This work shall begin no earlier than GFY2017 and shall be completed no later than GFY2020.~~

~~This option shall only include work that can be accomplished in CPP-659 is excluded in Section C 5.3.06, treating only waste with Rad fields of less than 50 R/hr at 30 cm and packages smaller than 24-in RSWF liners. This waste is located in below ground storage at the RSWF at MFC. CPP-659 is available to characterize, treat, certify, package and transport this waste.~~

C.5.4 Naval Nuclear Propulsion Program (NNPP) Pieces, Parts, and Fines (PPF) (RH-TRU LOT 10) —~~CLIN-00002~~

The Contractor shall treat and dispose of the Naval Nuclear Propulsion Program (NNPP) 102 cans (Lot 10). See Exhibit C-10, *NNPP Pieces, Parts, and Fines (PPF) Inventory*. In addition to the RH-TRU Program activities defined in Sections C.5.2.4.01 – C.5.2.4.05, the Contractor shall also transfer the NNPP-PPF from the CPP-666 fuel storage basins to the CPP-666 Fluorinel Dissolution Process (FDP) hot cell for treatment as RH-TRU waste, and then characterize, package and ship off site for disposal. All costs associated with this work shall be tracked separately to allow EM to recover costs from NNPP. All M/LLW and other process generated waste resulting from the treatment and handling of the NNPP-PPF shall be properly treated, characterized, and shipped off site for disposal. The Contractor shall inform DOE of material that does not meet the WIPP WAC.

This work (Lot 10) shall begin no earlier than GFY2018~~7~~, and the waste shall be processed and shipped in available facilities (e.g. processing the waste in CPP-666 FDP hot cell; shipping and characterization in CPP-659). Operations, including upgrades, during GFY 2018~~7~~ thru 2020 shall be performed in the available facilities per availability of NNPP funds.

The scope of work to be performed includes: preparing or revising facility authorization basis documents supporting project activities; completing facility modifications and equipment upgrades at building CPP-666 Fuel Storage Area (FSA), CPP-666 FDP cell, and building CPP-659 where characterization, certification, and transportation activities occur; completing waste characterization activities, including submitting the Lot 10 Tier 1 review and approval through EPA and CBFO; certifying the waste; and preparing the repackaged waste for shipment and disposal at WIPP.

Security clearances shall be required for all staff that will view the contents of the NNPP containers or have access to the classified information associated with their contents. A secure conference room with electronic communications equipment, located in CPP-666, shall be maintained for the use of NNPP staff. This room can be shared with staff associated with the SNF Transfer Program.

C.5.4.01 Naval Nuclear Propulsion Program (NNPP) ~~Navy~~ RH-TRU Retrieval

The Contractor shall retrieve Naval Nuclear Propulsion Program (NNPP) Pieces, Parts, and Fines (PPF) (RH-TRU LOT 10) stored waste from CPP-666 at INTEC. Facility hot cell clean out and decontamination (from prior Sodium waste processing), facility modification, facility and transfer cart upgrades, and preparations shall be completed prior to initiating Lot 10 waste processing. Hot cell cleanouts and a transfer cart upgrade shall be required prior to introduction of other waste streams into treatment areas that have processed active waste. Three cart inserts are required to support can transfers to the FDP cell. The transfer cart is used to transfer individual cans from the pool storage area through the canal into the FDP cell for repackaging.

C.5.4.02 ~~Navy~~ Naval Nuclear Propulsion Program (NNPP) RH-TRU Characterization and Certification

The Contractor shall characterize Naval Nuclear Propulsion Program (NNPP) Pieces, Parts, and Fines (PPF) (RH-TRU LOT 10) in accordance with C.5.3.02. Waste characterization and certification will be performed under the certification authority of the CCP for disposal at WIPP. Acceptable Knowledge (AK) summary report development will be completed by incumbent contractor and shall be used by the Contractor to treat the Lot 10 work in a timely manner to meet the certification process to ship all waste out of the state of Idaho.

C.5.4.03 ~~Navy~~ Naval Nuclear Propulsion Program (NNPP) RH-TRU Treatment

The Contractor shall treat Naval Nuclear Propulsion Program (NNPP) Pieces, Parts, and Fines (PPF) (RH-TRU LOT 10) in accordance with C.5.3.03. Accountability of nuclear material shall remain in effect until treatment and packaging are completed. NNPP PPF shall be treated using existing facilities and equipment.

C.5.4.04 ~~Navy~~ Naval Nuclear Propulsion Program (NNPP) RH-TRU Storage and Movement

The Contractor shall perform storage and movement of Naval Nuclear Propulsion Program (NNPP) Pieces, Parts, and Fines (PPF) (RH-TRU LOT 10) in a safe and compliant manner until the waste is disposed off-site or transferred for shipment to WIPP. Waste may be transferred within the INTEC footprint without characterization or DOT compliant packaging.

C.5.4.05 ~~Navy~~ Naval Nuclear Propulsion Program (NNPP) RH-TRU Packaging and Transportation

The Contractor shall perform packaging and transportation of Naval Nuclear Propulsion Program (NNPP) Pieces, Parts, and Fines (PPF) (RH-TRU LOT 10) in accordance with C.5.3.05 and shall be shipped out of the state of Idaho for disposal by September 30, 2020. Any waste that cannot be disposed at WIPP shall be packaged in a manner that allows NNPP to store the remains in the FSA and returned to NNPP.

C.5.5 CH MLL LLW Disposition

C.5.5.01 Waste Generator Services

The Contractor shall manage a waste generator services program that encompasses: hazardous and M/LLW (including primary M/LLW from AMWTP, which is stored legacy CH-TRU reclassified as M/LLW, and M/LLW at INTEC, see eExhibit C-26xx, U-233 Waste Located In Storage at INTEC) waste. This management starts with pre-generation planning through shipment to off-site or on-site disposal. The Contractor shall ensure that all wastes are properly characterized and maintained in safe, compliant storage until properly disposed of or shipped off-site. The Contractor shall establish management controls to allow timely and efficient

verification by DOE of waste volumes retrieved, treated, certified, packaged, loaded, and shipped off-site. The Contractor shall safely manage and dispose of waste, generated by or discovered during on-site EM cleanup activities (which includes any waste generated at TMI-2 by the NRC contractor), at an appropriate disposal facility. The Contractor shall establish or maintain the generator certifications with off-site disposal facilities (e.g. Energy Solutions, Waste Control Specialists, etc.) necessary to implement the PWS. Should another contractor require ICP Core Waste Generator Services, then the Interface Agreement between the two contractors shall define how waste treatment and disposal services will be provided and reimbursed.

There is currently no on-site disposal facility for non-CERCLA M/LLW. Packaging, transporting, and disposing of non-TRU waste for treatment and/or disposal facilities shall be the responsibility of the Contractor. The Contractor shall package waste to meet applicable regulatory and treatment/disposal requirements and shall comply with the applicable waste acceptance criteria for treatment and disposal facilities. The Contractor shall be responsible for providing shipping containers for non-TRU waste and ensuring all applicable shipments meet DOT requirements. The Contractor shall provide transportation coordination related to the scheduling, inspection, notification, tracking, and reporting of non-TRU waste shipments. The Contractor shall assume responsibility for the shipping certification granted by the DOE Nevada National Security Site (NNSS) in order to dispose of non-TRU waste at NNSS. This certification shall be maintained throughout the contract.

The Contractor shall treat, as necessary, and dispose of process-generated waste and other wastes in accordance with time-frames specified in the Site Treatment Plan or any other relevant regulations or regulatory requirements. Process-generated waste is newly generated as a result of waste processing, maintenance operations, or equipment change out. Examples of process-generated wastes include, but are not limited to, shredder boxes, empty cargo containers, cleaning solvents used during maintenance, rags, contaminated clothing, and failed equipment parts. All process generated waste created during the execution of this Contract, with the exception of waste generated in the last 90 days, shall be dispositioned prior to the end of the Contract.

The Contractor shall operate the RWMC RH-LLW vaults and dispose of on-site generated NNPP remote-handled (RH) low level radioactive waste (LLW) using the concrete vaults at the Subsurface Disposal Area (SDA). The Contractor shall be responsible for the safe management and disposal of RH-LLW and the work shall be performed prior to September 30, 2020 consistent with the Phase 1 Remedial Design\Remedial Action Work Plan for Operable Unit 7-13/14 (DOE-ID-11389 Rev2).

The Contractor shall also perform the following Waste Generator Services:

1. Management and operations of the Integrated Waste Tracking System (IWTS) and the Waste Tracking System (WTS) at AMWTP.
2. Packaging and transportation services including coordination of shipments that do not meet Department of Transportation requirements (non-routine shipments) and shipment of non-WIPP containerized waste from the Accelerated Retrieval Project (ARP) exhumations.

C.5.5.02 Special Requirements Wastes

During the course of normal operations, the Contractor may encounter waste that has special handling requirements. These wastes include, but are not limited to: non-defense TRU waste, mercury contaminate granulated activated carbon (GAC), high fissile gram equivalent (FGE) TRU waste, oversized and overweight containers and items, greater than class C (GTCC)-like waste, and TRU waste from other DOE sites. The Contractor shall manage this waste in accordance with all applicable laws and regulations.

There are currently no operating facilities that can accept non-defense TRU waste and GTCC-like waste for treatment and/or disposal. WIPP can only accept defense-generated TRU waste and no other commercial or Government facility has disposal and/or treatment capability. The Contractor shall manage this waste in accordance with all applicable laws and regulations until such a time as an operating facility becomes available.

C.5.5.03 Legacy Excess Radioactive/Hazardous Materials (PRICED OPTION)

The Contractor shall process and dispose of all Legacy Excess Radioactive/Hazardous Materials (excluding depleted uranium ~~pu~~~~eks~~~~ingots~~) and the entire Sodium Component Maintenance Shop (SCMS) Backlog. See Exhibit C-15 *Inventory of Legacy Excess Radioactive/Hazardous Materials* and Exhibit C-16 *Inventory of SCMS Backlog*. ~~Portions of the Exhibit C-16 inventory may require repackaging or treatment to meet shipping and disposal criteria.~~

~~Processing and disposing of this waste includes Retrieval, Characterization and Certification, Treatment, Storage and Movement, and Packaging and Transportation.~~

C.5.5.04 Legacy Excess Radioactive/Hazardous Materials

For the depleted uranium ~~pu~~~~eks~~~~ingots~~ generated by Experimental Breeder Reactor II spent nuclear blanket fuel processing, see Exhibit C-15, *Inventory of Legacy Excess Radioactive/Hazardous Materials*. The Contractor shall perform an evaluation of the waste stream and provide a recommended disposal path, along with an estimated cost ~~and schedule~~, to DOE by ~~September 30, 9/30/2018~~.

C.5.6 RCRA Closure of AMWTP Facilities (PRICED OPTION) AMWTP RCRA Closure

C.5.6.01 RCRA Closure of AMWTP Facilities (PRICED OPTION)

The Contractor shall perform RCRA closure for AMWTP facilities excluding WMF-602, 610, 618, 628, 634, 635, ~~636~~, and type II storage modules (WMF- 629 – 633) if still needed. This includes finalizing the closure plan per the RCRA permit, and then executing the RCRA closure per that plan.

C.5.7 Additional Temporary CH-TRU Storage (PRICED OPTION) Additional Temporary CH-TRU Storage

C.5.7.01 Additional Temporary CH-TRU Storage (PRICED OPTION)

The Contractor shall construct one 15,000 drum equivalent storage facility~~ies~~ to address storage of waste while WIPP remains closed. The facility shall be constructed in the Pit 9 laydown area North of the Subsurface Disposal Area (SDA) ~~adjacent to the two existing storage facilities~~, and shall be constructed in accordance with ~~the design for the two existing facilities, see Exhibit C-17, CH-TRU Storage Facility~~ Technical and Functional Requirements ~~Design Specifications~~.

The facility shall meet the following requirements:

- ~~1. The facility shall be capable of storing Hazard Category 2 quantities of material.~~
- ~~2. The facility shall be Resource Conservation and Recovery Act (RCRA) permitted for storage in a dense pack configuration (5 drums high by 4 drums wide, in compliance with all other RCRA requirements), and shall be incorporated into the existing AMWTP RCRA permit.~~

~~The ground preparation work, security perimeter, and utilities have already been completed.~~

C.5.8 ARP IX Construction Support at RWM

C.5.8.01 ARP IX Construction Support at RWM

The Contractor shall assume and maintain the ARP IX design through the period of construction and shall also support construction activities of ARP IX to be performed by a separate DOE Construction/D&D prime contractor. The Contractor shall accept the ARP IX facility from the separate DOE Construction/D&D prime contractor upon construction completion (anticipated to be October 1, 2017), and perform system operability testing, operations startup, and complete exhumations.

C.6.0 LIQUID WASTE FACILITY CLOSURE

C.6.1 ~~C.6.1.01 Integrated Waste Treatment Unit (IWTU) Operations and Turnover (PRICED OPTION)~~ IWTU operations

~~C.6.1.01 INTEGRATED WASTE TREATMENT UNIT (IWTU) OPERATIONS AND TURNOVER (PRICED OPTION)~~

The Contractor shall operate and maintain the IWTU from the contract effective date until loss of suction on all four tanks named below, to complete treatment of an estimated 900,000 gallons of Sodium-Bearing Waste (excluding rinsate) from INTEC Tanks WM-187, WM-188, WM-189, and WM-190 and store the waste product in the IWTU storage area.

The Contractor shall assume that the facility is fully operational and ~~can-is~~ processing 2.5 gallons per minute by the ~~contract effective date~~NTP. Fully operational is defined as processing radioactive liquid waste from the INTEC Tank Farm. The Contractor shall assume at least two maintenance outages that will each last a period of two months. Transfer of the third party license for steam reforming from the incumbent contractor to the Contractor will have to take place in order to use the existing steam reforming treatment process.

The IWTU priced option is not part of the contract's Section B.6 Contract Performance Ceiling. The IWTU priced option is fully cost reimbursement separate CLIN (CLIN 00006) with a fixed fee component and none of the fee, once earned, can be clawed-back based on performance on the IWTU scope or any other areas of the contract. The scope specified in this PWS for the IWTU priced option is strictly bounded with assumptions. Any changes to the bounded assumptions will result in both parties negotiating an equitable adjustment in the contract, scope, cost and schedule for the IWTU activities. However, in accordance with Section I clause FAR 52.217-7 Option for Increased Quantity—Separately Priced Line Item (Mar 1989), DOE may exercise the IWTU option (CLIN 00006) within 3 years of the contract effective date.

C.6.2 Calcine Disposition - High Level Waste and SNF Long Term Planning-Operating

~~C.6.2.01 High Level Waste and SNF Long Term planning~~

The Contractor shall support the development of long-term high level waste and SNF management strategies (both national and Idaho levels) by a separate DOE Prime contractor(s). The Contractor shall establish an Interface Agreement with the the Calcine Disposition and Spent Fuel Repackaging A&E contractor to perform the required services. Support shall include but is not limited to: providing drawings, documents, and technical information; facility descriptions; facility tours, etc. The level of support and specific services provided shall be negotiated with, and paid for by the DOE Calcine Disposition and Spent Fuel Repackaging A&E contractor per an Interface Agreement.

C.6.3 Liquid Waste Facility Closure

~~C.6.3.01 Liquid Waste Facility Closure~~

The Contractor shall complete closure of the remaining four 300,000 gallon tanks (Tanks WM-187, WM-188, WM-189, and WM-190; including the tank vaults, cooling coils, valve boxes, and ancillary piping) of the INTEC Tank Farm Facility in accordance with the RCRA Closure Plan (DOE/ID-11273, Revision 4 or current version, "Idaho Hazardous Waste Management Act/Resource Conservation and Recovery Act Closure Plan for Idaho Nuclear Technology and Engineering Center Tanks WM-187, WM-188, WM-189, and WM-190, and all Remaining Tank Farm Facility Resource Conservation and Recovery Act Piping", October 2012). The scope includes modifying the RCRA Closure Plan if needed and then completing closure according to

the finalized plan. The Contractor shall submit the Professional Engineer's Certification to the state of Idaho in accordance with the finalized RCRA Closure Plan. ~~The scope includes modifying the RCRA Closure Plan if needed and then completing closure according to the finalized plan.~~ See the Idaho Department of Environmental Quality (DEQ) website for the text of all the RCRA and air permits, <http://www.deq.idaho.gov/permitting/issued-permits.aspx>.

The Contractor shall complete RCRA Closure of the INTEC Liquid Waste Management System. This includes modifying if necessary and finalizing the draft DOE/ID-11460 HWMA/RCRA Closure Plan for the INTEC Liquid Waste Management System – Process Equipment Waste Evaporator (PEWE) and Liquid Effluent Treatment and Disposal (LET&D) Systems, March 2012, and then completing closure according to the finalized plan and schedule. A Waste Incidental to Reprocessing (WIR) determination is not required for the LET&D; however, one might be required for the PEWE depending on the Contractor's technical approach.

The Contractor shall complete RCRA Closure of the INTEC New Waste Calcining Facility except for those areas required for RH-TRU packaging and the calcine contaminated transport air lines. This includes modifying if necessary and finalizing the draft DOE/ID-11477 HWMA/RCRA Closure Plan for the INTEC New Waste Calcining Facility (CPP-659), September 2012, and then completing closure according to the finalized plan and schedule. The scope also includes completing a Waste Incidental to Reprocessing (WIR) determination if it is required by the Contractor's technical approach.

The Contractor shall operate the IWTU as needed to process waste generated during the INTEC Tank Farm Closure.

The Contractor may also use the IWTU to process waste generated from the RCRA Closure of the INTEC Liquid Waste Management System, and from the RCRA Closure of the INTEC New Waste Calcining Facility if required by its technical approach. If the Contractor determines it will use IWTU to treat this waste, then the Contractor shall plan for extending the current steam reforming license to cover this waste.

The Contractor shall complete RCRA Closure of the IWTU main processing building and then transition the facility to a safe shutdown condition. This includes flushing the system to the extent practicable and downgrading the treatment facility to less than Hazard Category 3. This includes completing a Waste Incidental to Reprocessing (WIR) determination. The Contractor shall maintain the infrastructure to support the safe and compliant storage of treated Sodium-Bearing Waste (SBW) in the product storage building.

DOE acknowledges that some building demolition by the Contractor may be required in order to complete RCRA closure of the facilities.

The Contractor shall support the DOE Construction/(D&D) prime contractor through strip out of IWTU in preparation of Hot Isostatic Pressing (HIP) unit installation for Calcine treatment in accordance with the necessary Interface Agreement the Contractor shall establish with the separate DOE Construction/D&D prime contractor as defined in Section C.1.1. The level of

support and specific services provided shall be negotiated with, and paid for by the DOE Construction/D&D Prime contractor per an Interface Agreement.

C.6.4 Incidental D&D

~~**C.6.4.01 Incidental D&D**~~

The Contractor shall complete D&D of MFC-767, EBR-II Reactor Building, per the *Action Memorandum for the EBR-II Final End State, DOE/ID-11426, April 2010*. This includes demolishing the MFC-767 reactor building and placing the final concrete cover over the site.

The Contractor shall complete D&D of MFC-766, Sodium Boiler Building, per the *Action Memorandum for General Decommissioning Activities Under the Idaho Cleanup Project, DOE/ID-11293, Jan 2009*. This includes completing RCRA Closure and demolishing the MFC-766 building and contents.

C.7.0 SPENT NUCLEAR FUEL (SNF) MANAGEMENT

C.7.1 SNF Programs

C.7.1.01 Spent Nuclear Fuel Management

The 1995 Idaho Settlement Agreement (ISA) governs the removal of spent nuclear fuel from the state of Idaho and requires transfer from wet to dry storage by 2023. The Contractor shall maintain Spent Nuclear Fuel (SNF), SNF records, and operate and maintain SNF facilities including CPP-666, CPP-603, CPP-749 and CPP-2707 and ancillary facilities at INTEC. The SNF inventories, including current locations, are identified in Exhibit C-18, *Spent Nuclear Fuel Inventory and Plot Plans for CPP-603, CPP-749, and CPP-2707 (OUO)*. The SNF is described in Exhibit C-19, *EBR-II Spent Nuclear Fuel Description Document (OUO)*, and Exhibit C-20, *INTEC Spent Nuclear Fuel Description Document (OUO)*.

Fuel must cool in the ATR canal for approximately 0.9 years (330 days) before it can be transferred to CPP-666. The ATR Spent Fuel Element Transfer Cask may be used by the INL contractor to transfer fuel from ATR to CPP-666. The capacity of the cask is 8 fuel elements.

Fuel must cool in CPP-666 for 5.1 years (1860 days) before it can be transferred to CPP-603.

Fuel must be dried at the CPP-603 Drying Station before being placed in dry storage. The Drying Station has not been used since June 2010 and shall be refurbished before it can be used.

There are 636 storage positions (ports) in CPP-603. 550 ports are in use. 58 ports are available for use without modification. 28 ports are inaccessible and cannot currently be used. Additional

ports may be made available if the 550 ports currently in use are reconfigured, and/or if facility modifications are made to allow access to the 28 inaccessible ports.

The CPP-749, Underground Fuel Storage Facility contains 218 fuel storage vaults. The Contractor shall assume 62 vaults are available for use and that 24 fuel elements may be stored in each vault. The Peach Bottom Cask may be used to transfer the fuel.

The CPP-2707, Dry Spent Fuel Cask Storage Pad has an additional 14 casks that may be stored on the pad. The maximum cask weight is 140 tons.

The MFC-771, RSWF has 268 liners available for use; each liner is 16" x 12'4". The HFEF-6 cask may be used to transfer fuel from CPP-666 to the RSWF. The HFEF-6 cask holds two cans, and each can holds 8 bottles of fuel.

C.7.1.02 Foreign and Domestic SNF

The Contractor shall maintain the capability to receive and off-load Foreign and Domestic Research Reactor (FRR/DRR) Program SNF for dry storage in CPP-603, ~~for the first six months after the contract effective date.~~ The Contractor shall receive one SNF shipment of FRR or DRR per full Government fiscal year thereafter. A list of potential receipt sources is provided in Exhibit C-21, *FRR/DRR Spent Nuclear Fuel Potential Sources*.

The Contractor shall inspect the SNF at the generating reactor, perform criticality and thermal analyses to determine transport and storage configurations, and maintain the security chain of custody from the placement of the SNF in a Contractor provided basket. Therefore, travel to generating reactors for SNF inspection and Contractor presence during loading for transport is required. The transport of SNF from the generating reactor to INTEC is not a Contractor function for DRR SNF. However, for FRR SNF, the Contractor may be requested to arrange transportation of SNF after the SNF arrives in the U.S. The Contractor shall maintain the equipment used to perform inspections and shall ensure compliance with CPP-603 documented safety analysis during the term of the contract. The Contractor shall procure baskets, basket lids, spacers, and storage canisters and lids as needed to place the fuel into dry storage at INTEC.

C.7.1.03 Experimental Breeder Reactor (EBR) - II SNF

The Contractor shall transfer 3336 bottles of EBR II SNF to MFC for treatment by the INL contractor at the Fuel Conditioning Facility (FCF), or for storage at RSWF, as determined by the INL contractor. The Contractor shall retrieve EBR-II SNF from CPP-666, load it into the DOE provided Hot Fuel Examination Facility (HFEF)-6 cask, place the cask on a trailer, and transfer it to MFC. The Contractor may also use a non-DOE provided transport cask subject to approval by DOE. See Exhibit C-18, Spent Nuclear Fuel Inventory and Plot Plans for CPP-603, CPP-749, and CPP-2707 (OUO) for fuel inventory and Exhibit C-19, EBR-II Spent Nuclear Fuel Description Document (OUO), for SNF descriptions. The Hot Fuel Examination Facility (HFEF)-6 cask, if used, can transport up to 16 fuel bottles per shipment.

The Safety Basis for the RSWF currently precludes storing bottles of spent EBR-II driver fuel in the RSWF because of concerns over hydrogen generation. See Exhibit C-19 for more details. The Contractor's technical approach shall include mitigating the hydrogen generation issue so that bottles of spent EBR-II driver fuel can be safely stored at RSWF. See RSWF-OI-003 "Material Acceptance for Storage" for more information on RSWF acceptance criteria.

~~The Contractor shall establish an Interface Agreement (See C.1.01) with the INL contractor detailing how the INL contractor will be provided access to the RSWF. The Contractor shall operate within the RSWF and may utilize the INL provided casks, upon terms that shall be established within its Interface Agreement with the INL contractor. The Contractor may also use a non-INL provided transport cask subject to approval by DOE. The Contractor shall transfer 3336 bottles of EBR-II SNF to MFC for treatment by the INL contractor or placement in storage at RSWF by the Contractor, as determined by the INL contractor. The Contractor shall retrieve EBR-II SNF, load it into a cask provided by the INL contractor, place the cask on a trailer, and transfer it from the CPP-666 basin to MFC. See Exhibit C-18, *Spent Nuclear Fuel Inventory and Plot Plans for CPP-603, CPP-749, and CPP-2707 (OUO)* for fuel inventory and Exhibit C-19, *EBR-II Spent Nuclear Fuel Description Document (OUO)*, for SNF descriptions. The Hot Fuel Examination Facility (HFEF)-6 cask, if used, can transport up to 16 fuel bottles per shipment.~~

C.7.1.04 Advanced Test Reactor (ATR) SNF receipts

The Contractor shall receive 15 shipments of ATR SNF per year and place [it](#) into storage in CPP-666.

C.7.1.05 ATR SNF WET TO DRY STORAGE TRANSFERS

The Contractor shall transfer 1000 ATR SNF elements from CPP-666 into dry storage at INTEC. INTEC locations where dry storage is available include CPP-603, CPP-749, and CPP-2707. The Contractor shall perform any necessary maintenance and repairs to the equipment (e.g. crane, shield doors, casks, etc.) and any necessary facility modifications to accomplish this scope of work.

C.7.2 NRC Licensed SNF Storage Facilities **NRC Licensed Storage**

C.7.2.01 NRC Licensed SNF Storage Facilities

The Contractor shall provide surveillance and monitoring, utilities, office space, general infrastructure support (including facility maintenance and cyber security), and emergency management for the NRC Licensed facility Three Mile Island 2 (TMI-2) Independent Spent Fuel Storage Installation at INTEC. The Contractor shall establish an Interface Agreement with the NRC contractor to perform the required services below. The NRC contractor will oversee the Contractor's performance to ensure compliance with the TMI-2 NRC license. Should a fine or penalty be issued by NRC or DOE resulting from work supporting the NRC license at TMI-2, the DOE will assess the incident and determine contractor (ICP Core or NRC Licensed Facilities) liability for the fine or penalty.

The ICP Core contractor shall perform the following maintenance actions at the TMI-2 Independent Spent Fuel Storage Installation (see Exhibit C-22 *Listing of NRC Documents Applicable to ICP Core*):

1. Perform leak check of the vent housing double metallic seals on each Dry Shielded Canister (DSC) containing TMI-2 CANISTERS in accordance with TPR-7066 "*Periodic Horizontal Storage Module (HSM) Monitoring, DSC Sampling, and Filter Housing Leak Tests*"

Periodicity of Performance: Every five years during storage starting in 2020.

2. Perform a radiation survey at the vent of each DSC in accordance with TPR – 7066 "*Periodic HSM Monitoring, DSC Sampling, and Filter Housing Leak Tests*"

Periodicity of Performance: Annually in September with a 25% grace period

3. Sample the gas inside each DSC containing spent fuel in accordance with TPR – 7066 "*Periodic HSM Monitoring, DSC Sampling, and Filter Housing Leak Tests*"

Periodicity of Performance: Annually in September with a 25% grace period

4. Replace the HEPA filter or the DSC after DSC purge is complete as necessary in accordance with TPR – 7069 "*DSC Purging and HEPA Filter Change out*"

Periodicity of Performance: As necessary

5. Perform sampling in accordance with MCP-2955 "*ISFSI Radiological Environmental Monitoring Program*" that includes:
 - a. Monthly airborne radioactivity sampling within the Independent Spent Fuel Dry Storage Installations (ISFSI) perimeter fence
 - b. Direct radiation monitoring with Thermoluminescent dosimeters (TLDs) placed along the ISFSI perimeter fence
 - c. Periodic loose surface radioactive contamination monitoring adjacent to each DSC vent and purge port and each HSM drain line.

6. Perform aging management activities in accordance with PLN – 4493 “Three Mile Island Unit 2 Independent Spent Fuel Storage Installation Aging Management Program”. This will include, but is not be limited to:
 - a. Remote visual inspection of DSC, DSC support structure, and DSC Over pack Support Structure in HSM in accordance with TPR-7855 “Remote Visual Inspection of HSM, DSC, And DSC Support Structure”.
 - b. Annual concrete surface monitoring program as recommended and/or documented in EDF-8465, EDF-8903, EDF-9565, and EDF-9897.
 - c. Repair of deteriorated concrete and cracks as necessary recommended in EDF-8465, EDF-8903, and EDF-9516.
 - d. Protection against water intrusion recommended in EDF-8465 including sealing and eliminating bolt hole voids (EDF-9516) and application of surface sealer (EDF-9516).
 - e. Nondestructive examination recommended in EDF-8903.
 - f. Remote visual inspection of HSM in accordance with TPR-7855 “Remote Visual Inspection of HSM, DSC, And DSC Support Structure”

C.7.3 Navy Nuclear Propulsion Program (NNPP) SNF

C.7.3.01 Navy Nuclear Propulsion Program (NNPP) SNF

By June 30, 2018, the Contractor shall retrieve, load the cask, and place cask on trailer for departure of all NNPP SNF currently stored in the INTEC CPP-666 fuel basins. See Exhibit C-23, *Memoranda of Agreement (MOA) for Naval Spent Nuclear Fuel Transfers and Disposition*. The Contractor shall receive Large Cell Casks from NRF on the INL Site and load and ship the casks back to NRF (approximately 13 shipments in Government Fiscal Year 2016, approximately 17 shipments in FY 2017, and approximately 5 Shipments in FY 2018 for a total of approximately 35 shipments). All work is done under the CPP-666 authorization basis (SAR/TSR-113), but procedures and equipment designs that interface with NNPP SNF must be approved by NNPP. Equipment required for SNF handling shall be designed, fabricated, and tested by the Contractor. The Contractor shall prepare a data package fully describing the SNF in each cask-load and the position of each element within the load. This package shall pass quality assurance review by Naval Reactor Facilities (NRF) prior to cask shipment. The Contractor shall retain a copy of all records related to NNPP SNF and maintain secure records storage. The Contractor shall perform required maintenance in CPP-666 from GFY 2017 through GFY 2020 unless the option for the RH TRU Lot 11 is exercised.

The Contractor shall coordinate the schedule for cask transfers with the NNPP and shall consider the ability of NRF to receive a cask as well as coordination with other INTEC SNF management and CPP-666 Fluorine Dissolution Process cell operations. Security Level L clearances shall be required for all staff involved in NNPP SNF. A secure conference room with electronic communications equipment, located in CPP-666, shall be maintained for the use of NNPP staff. NRF staff may be present during SNF handling and NNPP senior staff will tour the facility on a periodic basis. DOE provides monthly reports to NNPP using the Contractor’s monthly A3 report and additional information including, but not limited to, tracking of management reserve and emerging issues expenditures.

The Contractor shall disposition all low-level waste generated during SNF operations. The Contractor shall disposition tools, materials, and equipment used by the Contractor as agreed with NNPP.

C.8.0 PROGRAM MANAGEMENT AND SUPPORT FUNCTIONS

The Contractor shall establish program management, support and general infrastructure activities necessary to safely execute the PWS requirements. 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. If a reportable incident related to the NRC Facilities contract, D&D and Construction contract, A/E contract and/or another DOE prime contract (e.g. personnel injury, notice of violation, safety, security, quality, radiological) occurs while doing work at the Idaho Site, any such incidents will be reported in their respective statistics and will not contribute toward the Contractor statistics or reflect on Contractor performance as incentivized in PI-3.

~~**Mandatory and Optional Site Services**~~

~~The Contractor shall purchase mandatory site services from the INL contractor, as listed in Exhibit C-2 List of Mandatory and Optional Site Services, for the contract performance period, in accordance with the interface agreements established in C.2.1.01. Optional services identified in Exhibit C-2, or other optional services as agreed to by the parties, are available to the Contractor for purchase from the INL contractor as the Contractor deems necessary for the contract performance period, in accordance with the interface agreements established in C.2.1.01. The various mandatory and optional site services are further described in the various subsections below within C.8.1 through C.8.5.~~

~~In the event the Contractor determines that some of the mandatory services may be obtained from more cost effective sources of supply, the Contractor shall notify DOE of its proposal to utilize other sources. DOE approval will be obtained prior to changing mandatory service providers.~~

C.8.1 INFORMATION MANAGEMENT AND TECHNOLOGY

C.8.1.01 INFORMATION TECHNOLOGY AND CYBER SECURITY

The Contractor shall manage and maintain a secure automated information system, server operations and firewall support and all other information technology (IT) support for their missions. The Contractor shall provide DOE access to the Contractor's local systems and databases as necessary to support DOE's contractor oversight efforts. The Contractor shall also provide a cyber-security program that ensures adequate protection of DOE's IT operations, identifies threats and vulnerabilities, assesses overall risk to the systems, provides incident response, system logging and mitigates those risks.

The Contractor shall establish necessary Memorandums of Understanding (MOU's) and Interconnection Security Agreements between the INL contractor, DOE-ID and DOE HQ for any necessary computing services. All parties will accept the responsibility for adhering to DOE Directives, National Policy and OMB guidance. The Contractor shall obtain all necessary Federal Information System Management Act (FISMA) system certifications from the INL Site Authorizing Official.

The Contractor shall ensure IT services such as network backbone, remote connectivity, and wireless communications (cell, radio, etc.) are available to support the contract missions. This scope also includes Telecom Management/Planning/Control.

The Contractor shall provide support for DOE IT Capital Planning & Investment Control, Enterprise Architecture, and other IT activities required for the Contractor's operation.

C.8.1.01.01 Network Access

The Contractor may negotiate Network Access with the INL contractor for IT services if located within INL facilities or off-site. If Contractor is located off-site from the INL, the Contractor will incur installation and all related connectivity costs. If Contractor is on-site, the INL contractor provides and maintains basic data service to the existing data jacks within the protected network based on the number and location of connections in service at the time of turnover in accordance with negotiated or established rates. Costs associated with minor moves and relocations within existing EM facilities may be provided by the INL contractor at established rates.

If the Contractor negotiates access to the INL Network, the Contractor shall comply with the INL Cyber Security requirements and processes. The INL contractor may provide firewall operation, intrusion detection, antivirus management, SPAM filtering and associated engineering with any potential negotiated costs to the Contractor. The Contractor will reimburse the INL contractor for licensing and support costs as applicable via the necessary Interface Agreement. All Contractor equipment connected to the protected INL Intranet shall meet INL computer architecture requirements to ensure continued network integrity.

Services provided by DOE-HQ IT services such as connectivity to DOENet and Entrust licenses will be provided by the INL contractor. The Contractor will reimburse the INL contractor via the necessary Interface Agreement.

C.8.1.01.02 Computer Operations

The INL contractor may provide logical "de-militarized zone" (DMZ) space. The Contractor shall follow cyber security rules and change control processes for systems residing in the DMZ. The Contractor shall self-supply network servers or negotiate for services from the INL contractor. The Contractor shall self-supply business management, e-mail, and work control systems, as desired. The Contractor shall provide

remote access to allow the Department of Energy access to information, within the scope of this contract, within the Contractor's firewall.

C.8.1.02 Records Management and Document Control

The Contractor shall manage and serve as the Record Custodian for all records (regardless of media) generated/received in the performance of the Contract and those from the NRC License Contractor in accordance with 44 U.S.C. 21; 44 U.S.C. 29; 44 U.S.C. 31; 44 U.S.C. 33; 44 U.S.C. 36; 36 CFR Chapter XII, Subchapter B, *Records Management*; DOE O 243.1B, Records Management Program, applicable NRC requirements (NRC License Contractor records), any other DOE requirements as directed by the CO and an approved Records Management Plan (see Section J, Attachment J-2, List of Deliverables).

This scope also includes maintaining Vendor Data, Correspondence control, Scientific and Technical Information (STI), and Technical Library Subscriptions.

C.8.1.02.01 Electronic Records (including emails)

The Contractor shall develop and implement records management controls to ensure that the identification, maintenance and disposition of all records (regardless of media), including electronic, email and records turned over by the NRC License contractor, are managed utilizing an Electronic Records Management System (ERMS) in accordance with Federal and DOE requirements and guidelines for all records, including historical and subcontractor records.

The Contractor shall develop and implement a process to ensure electronic records submitted to Records Management, have been scanned to meet NARA requirements. All records (regardless of media) must be scheduled, arranged, and cutoff by collections (e.g., case file, project, chronologically, numerically, alphabetically, etc.) for proper disposition in accordance with the NARA-approved DOE Records Disposition Schedules.

C.8.1.02.02 Audiovisual Records

The Contractor shall ensure the creation, maintenance, and storage of audiovisual records are in accordance with 36 CFR 1235.42, 36 CFR 1237, and up-to-date NARA requirements/guidance.

C.8.1.02.03 Vital Records Program

The Contractor shall develop and implement a vital records program, and maintain an up-to-date vital records inventory in accordance with 36 CFR § 1223, Managing Vital Records, and DOE O 243.1B, Records Management Program.

C.8.1.02.04 Records Ownership

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

C.8.1.02.05 Creation/Receipt

The Contractor shall develop and implement recordkeeping requirements that reflect adequate and proper documentation of all Contractor (and subcontractor) records generated / received (regardless of media) in the performance of the contract, as well as those created/received by the NRC License Contractor as required by Federal regulations found in 36 CFR, Chapter XII, Subchapter B, *Records Management*.

C.8.1.02.06 Electronic Information Systems

The Contractor shall manage records contained in electronic information systems by incorporating recordkeeping controls into the system or export the records into the ERMS in accordance with 36 CFR Part 1236, Electronic Records Management. The Contractor must design and implement migration strategies to counteract hardware and software dependencies of electronic records whenever the records must be maintained and used beyond the life of the information system in which the records are originally created and captured. The Contractor shall provide a list of all Electronic Information Systems to DOE annually utilizing the format provided by DOE (see Section J, Attachment J-2, List of Deliverables).

C.8.1.02.07 Inventory and File Plan

The Contractor shall develop and maintain up-to-date records inventories, file plans and systems that provide for the identification, location, arrangement, assignment of disposition authority and retrieval of all categories (record series) of records created and received in performance of this contract and those by the NRC License Contractor (see Section J, Attachment J-2, List of Deliverables).

C.8.1.02.08 Maintenance

The Contractor shall ensure the proper arrangement, disposition authority assignment and maintenance/preservation of all records created and received in performance of this contract and those by the NRC License Contractor.

C.8.1.02.09 Quality Assurance Records

The Contractor shall ensure records identified as Quality Assurance records under American National Standards Institute (ANSI)/American Society of Mechanical

Engineers (ASME) National Quality assurance (NQA)-1 are categorized (lifetime/non-permanent); managed in accordance with NQA-1 and 36 CFR Chapter XII, Subchapter B; and are maintained for traceability to the applicable item, activity or facility.

C.8.1.02.10 Privacy Act Records

The Contractor shall ensure records that contain personal information retrieved by name, or another personal identifier are maintained in Privacy Act Systems of Records, in accordance with FAR 52.224-2, Privacy Act, and DOE O 206.1, DOE Privacy Program..

C.8.1.02.11 Classified Records

The Contractor shall protect and handle classified information and critical information in accordance with applicable laws, regulations, policies, and directives. Classified documents may be processed electronically so long as the computer systems meet all classified security requirements. Until the required computer systems are available to copy, log, process, transmit, and/or store classified documents, they shall be processed as hard copy. See Section C.8.2, Safeguards and Security.

C.8.1.02.12 Records Requests

The Contractor shall respond to National Archives and Records Administration (NARA) data calls and DOE requested information for the Freedom of Information Act (FOIA), the Privacy Act, the former worker medical screening program, the Chronic Beryllium Disease Prevention Program, congressional inquiries, legal discoveries and other record requests by completing the proper searches and providing responsive documents

The Contractor shall respond to Energy Employee Occupational Compensation Act (EEOICPA) requests by performing the proper searches and providing responsive documents to the INL Contractor within the required response times. The Contractor shall track the activities under EEOICPA and submit monthly financial reports to the INL contractor. The Contractor shall respond to any other inquiries and perform special projects as required by EEOICPA.

C.8.1.02.13 Records Disposition

The Contractor shall document its disposition process, which shall include processing of all records to storage (e.g., on-site, FRC) and the destruction process for records and information content (Section J, Attachment J-2, List of Deliverables). The Contractor shall disposition all records, including historical and those transferred from the NRC License Contractor in accordance with NARA-approved DOE Records Disposition Schedules and applicable federal laws and regulations. Disposition activities include scanning to electronic (permanent records), transferring of papers records to a Federal Records Center (FRC), maintaining electronically in an ERMS and/or destroying once retention has been met and proper approves obtained.

C.8.1.02.14 Document Control

The Contractor shall develop, implement and maintain sound document control systems and processes to ensure efficient tracking, retrieval, revision control and distribution of documents, including drawings.

C.8.1.02.15 Records Storage Program

The Contractor shall operate the INL Records Storage Facility (IF-663) and provide record management services including: transferring, storing, maintaining records; and dispositioning inactive records. Management of non-ICP records shall be addressed in interface agreements on a cost reimbursable basis. The INL contractor is the landlord of this facility.

The Contractor shall operate and maintain electronic records storage.

C.8.2 GENERAL MANAGEMENT AND ADMINISTRATION SERVICES

C.8.2.01 Project Management/Support/Administration

The Contractor shall perform Project Management support and administration in accordance with Section H Clause, *Integrated Work Control Systems and Reporting Requirements* and Section H Clause *Earned Value Management System*.

This scope shall also include the following internal Contractor activities as necessary to successfully execute the contract: Idaho Falls Office Space, Employee Concerns, Internal Audit, Communications, General Counsel/Legal, Project Planning and Integration, Project Controls, Project Management, Finance and Accounting, Payroll and Benefits, Human Resources, Procurement, Labor Relations, Subcontracting, Materials Receiving and Distribution, Liability Insurance Programs, insurance premiums, etc.

C.8.2.02 Safeguards and Security

The Contractor will be provided Safeguard and Security (S&S) services by the INL Contractor. The level of S&S services provided by the INL Contractor to the ICP Core Contractor will be consistent with the requirements included in the INL contract, see <http://www.id.doe.gov/doi/INLContract/INLHomepage.html>, as approved by the Officially Designated Federal Security Authority (ODFSA), and in accordance with the Site Security Plan [see Exhibit C-25, *INL Site Security Plan (OUO)*]. The Contractor shall coordinate with the INL contractor to adopt and update the INL Site Security Plan within 90 days after the contract effective date. Any changes to INL Contractor requirements and Departmental directives will be evaluated and any costs impacts associated with requirement changes or changes in level of services requested will be borne by the program office (e.g., EM, NE) whose activities are affected by the changes.

Costs for repairs to the security systems and components located within the security buildings will be borne by the INL Contractor. However, costs for repairs or upgrades to security systems and components that feed into the site-wide Central Alarm Station at INTEC (CPP-1674) shall be borne by the respective user organization (e.g, EM, NE).

The Contractor shall provide resources, materials, and programs to provide appropriate levels of protection against unauthorized access, theft, diversion, loss of custody of accountable nuclear material, espionage, loss or theft of classified matter, loss or theft for Government property, and other hostile acts that may cause unacceptable adverse impacts on national security or the health and safety of DOE and Contractor employees, the public, or the environment. This applies to buildings and areas for which the Contractor is responsible, including TMI-2. The Contractor shall perform the Safeguards and Security activities listed below, in addition to those addressed in the INL Site Security Plan, in order to provide these necessary resources, materials, and programs. These activities shall be included in the Contractor's target cost and shall include, but are not limited to:

- (a) Program Management: The Contractor maintains personnel and resources for safeguards and security. The Contractor shall ensure its security assets and activities comply with the INL Site Security Plan.
- (b) Foreign National Visits/Assignments (through INL contractor system): Foreign National Visits/Assignments are initiated by the Contractor through the Foreign Access Central Tracking System (IFACTS) database. The INL contractor provides foreign national visit and assignment security support to the Contractor.
- (c) Information Security Oversight: The Contractor shall ensure all documents are reviewed and approved for public release. The Contractor is responsible to ensure all internal documents are reviewed for classification as necessary. The INL contractor provides classification services to the Contractor.
- (d) Classified Matter Protection and Control (CMPC):
 - i. The INL contractor provides CMPC training to the Contractor as required.
 - ii. The Contractor shall ensure that all personnel handling classified matter receive required training.
 - iii. The Contractor shall develop and implement appropriate systems for protection of classified matter.
- (e) Security Incidents/Inquiries: The Contractor shall conduct initial assessments of security incidents and make final determinations regarding security infractions to Contractor personnel. The INL contractor conducts all formal security incident inquiries and develops reports for submittal to DOE.
- (f) Physical Security: The Contractor shall ensure services provided by the INL contractor meet applicable DOE requirements and inform both the INL contractor and the CO of changes in needed services and issues with the services provided.

- (g) Security Systems (locks-keys/alarms/access controls, classified storage areas, badge readers): The Contractor shall be responsible for all locks and keys. The Contractor shall be responsible for new alarms, cameras, and access control equipment for new projects. The INL contractor provides scheduled maintenance, alarm testing, and system upgrades.
- (h) Operations Security (OPSEC): The Contractor shall provide appropriate project personnel to support its own OPSEC program and participate as a member of the INL site wide OPSEC working group. The Contractor shall conduct OPSEC reviews of projects and facilities as required by DOE orders referenced herein. The INL contractor manages the INL site-wide OPSEC program.
- (i) Classification/Declassification/Unclassified Controlled Information: The Contractor shall nominate personnel and maintain Derivative Classifiers (DCs) as necessary to support operational programs in coordination with the INL classification office. The INL classification program provides training and classification services to the Contractor.
- (j) Nuclear Material Control and Accountability (NMC&A): The Contractor shall maintain a Nuclear Material Representative (NMR) and appoint Material Balance Area Custodians (MBACs) as necessary. The INL contractor provides all necessary training to the Contractor MBACs, conducts nuclear material inventories, and maintains nuclear material inventory records of nuclear materials and core NMC&A project support.
- (k) Facility Data Approval Record & Contract Security Classification Specification (FDAR/CSCS): The Contractor shall perform all FDAR/CSCS requirements.
- (l) Foreign Ownership, Control, or Influence (FOCI) processing: The Contractor shall maintain all FOCI requirements as necessary.
- (m) Visitor Control/Vehicle Access: The Contractor shall utilize the INL site wide visitor access control process and comply with vehicle access controls. The INL contractor provides visitor controls services to the Contractor.
- (n) Personnel Security: The Contractor shall be responsible for pre-employment background investigation for all new hire and sub-contractor personnel. Individuals that require a clearance are subject to an Office of Personnel Management (OPM) background investigation. The INL contractor provides personnel security services to the Contractor.

The Contractor shall promptly prepare and submit applications for security clearances, for adjudication by DOE-ID, as required for work under this contract.

- (o) Coordination and liaison with DOE security organizations and DOE contractor security organizations, including the protective force of the INL contractor: The Contractor shall coordinate security service requests with the INL contractor and shall ensure appropriate coordination and liaison with the DOE security organization.

The Contractor shall coordinate with the INL protective force for non-routine activities (e.g. security support for road outages, construction security escorts, on-site transportation security escorts, involuntary separations, increased security checks, and other requests as deemed necessary by the Contractor).

The Contractor shall provide Identity, Credential and Access Management in compliance with DOE Order 206.2, Identity, Credential, and Access Management (ICAM). This includes issuance of Homeland Security Presidential Directive (HSPD)-12 badge credentials for all qualified Contractor personnel, cleared and uncleared, and implementation of the necessary capabilities to provide access to Federal facilities or systems. A proposed HSPD-12 Badge Implementation Plan shall be submitted to DOE for approval within 30 days after the Contract Effective Date.

C.8.2.03 Public Affairs/Stakeholder Relations

The Contractor shall provide public affairs services in accordance with DEAR 952.204-75 *Public Affairs* that include, but are not limited to: stakeholder and oversight organization support, media relations, tours, visits, access to documents. The Contractor shall provide necessary technical support to DOE and participate in stakeholder activities at the direction of the Contracting Officer.

C.8.2.04 Property Management

The Contractor shall manage all government property utilized under this contract. As of the contract effective date the Contractor shall accept the transfer of and accountability for government property and equipment, including special nuclear material. This requirement includes government property in the possession or control of subcontractors. The Contractor shall establish and maintain a system, in accordance with Section I clause FAR 52.245-1 *Government Property* and DOE Order 580.1A, Department of Energy Personal Property Management Program, to manage Government property in its possession. The Contractor Personal Property Management System shall be submitted to DOE for review and approval within 90 days of the contract effective date (see Section J, Attachment J-2). All Government Furnished Property (GFP) under this contract is furnished on an “as is/ where is” basis.

The Contractor shall coordinate with the INL contractor to identify new acquisitions (both capitalized equipment purchases and construction projects) to financially capitalize the property. The Contractor shall identify equipment and facilities that are disposed of to ensure timely financial write-off of the assets balance in the INL contractor accounting records.

The Contractor shall disposition personal property in accordance with the Personal Property Management Program, DOE Order 580.1A; the MOU between the DOE-ID and the Regional Development Alliance Inc., dated January 2011; and Federal Property Management Regulation 41 CFR Part 102-36, Disposition of Excess Personal Property.

The Contractor shall disposition classified equipment and material in accordance with the requirements of DOE O 580.1A.

The Contractor shall identify, control, and disposition high-risk property in accordance with DOE Order 580.1A. The Contractor shall identify, control, and disposition Automatic Data Processing Equipment in accordance with DOE O 580.1A and DOE Manual 205.1B, Department of Energy Cyber Security Program. The Contractor shall disposition nuclear-related or proliferation sensitive property in accordance with the requirements of DOE O 580.1A.

The Contractor shall develop and maintain a program for the acquisition, maintenance, and operation of equipment. The program shall comply with any and all applicable federal laws and regulations, state and local laws, and property management requirements.

C.8.2.04.01 Real Property Services

The Contractor shall comply with DOE O 430.1B, “Real Property Asset Management,” for the acquisition, management and disposition of real property assets. The Contractor shall input and maintain all data required to be included in the Facility Information Management System (FIMS).

C.8.2.04.02 Personal Property

The Contractor shall manage all personal property assigned/Government Furnished Equipment (GFE) in accordance with DOE O 580.1A, Department of Energy Personal Property Management Program. The Contractor shall also routinely input data and maintain the Property Information Database System (PIDS). A list of Government Furnished Equipment is included as Exhibit C-24.

C.8.2.04.03 Replacement of Government Furnished Property

The replacement of Government Furnished Property for which title shall pass to and vest in the Government shall be the responsibility of the Contractor. The Contractor shall assume the risk of any loss, damage, or destruction of Government Furnished Property in accordance with FAR 52.245-1, Government Property

C.8.2.05 Phase Out and Closeout Activities

The Contractor recognizes that the work and services covered by this contract are vital to the DOE mission and must be maintained without interruption, both at the commencement and the expiration of this Contract (also see Section H clause *Transition to Follow-On Contract (Post 2020)*).

C.8.2.05.01Phase Out Activities

- (a) The Contractor shall submit a Phase-Out Transition Plan to include its approach to adequately phase-out all Contract activities. The Phase-Out Transition Plan shall be submitted in accordance with this PWS and Section J, Attachment J-2, List of

Contract Deliverables/Submittals, at least 60 days prior to the end of the contract period.

- (b) The Contractor shall perform those activities that are necessary to transition the work under this contract to a successor Contractor in a manner that (1) ensures that all work for which the Contractor is responsible under the contract is continued without disruption; (2) provides for an orderly transfer of resources, responsibilities, and accountability from the Contractor; and (3) provides for the ability of the Contractor to perform the work in an efficient, effective, and safe manner.
- (c) The Phase-Out Transition Plan shall include a proposed date by which the Contractor will assume responsibility from the outgoing contractor. The outgoing contractor will maintain full responsibility for such work until assumption thereof by the Contractor. Execution of the proposed plan or any part thereof shall be accomplished in accordance with the CO's direction and approval.
- (d) The Phase-Out Transition Plan shall also include a schedule of major activities, and address as a minimum:
- A training and orientation program for the successor contractor to cover the complete scope of work covered by the Contract and other specific requirements associated with work efforts at the Idaho site;
 - Communication process among DOE, the Contractor, assigned subcontractors, incumbent employees, and the successor contractor and/or subcontractors;
 - Identification of key transition issues and milestones;
 - Identification of a transition team (inclusive of consultants and teaming members, if any);
 - Approach to minimizing impacts on continuity of operations;
 - Dispute resolution;
 - Transition of programs, plans and projects;
 - Transition and/or modification of necessary permits, which shall include list of permits and purpose.
 - Transition of existing management and operating systems, plans, procedures, programs (e.g., Worker Safety and Health plan, QA plan, ISMS program, Occupational Radiation Protection Program, Waste Management Program, Records Management Program, etc.);
 - Transition of all Contract responsibilities, functions, and activities;
 - Transition of all interface control documents; and
 - Transition of any other documents or records that would be required for a successor contractor to adequately and efficiently perform.

Upon DOE approval of the Phase-Out Transition Plan, the Contractor shall complete the activities described in the plan by the end date of the contract.

C.8.2.05.02 Close Out Activities

- (a) The Contractor shall submit a Closeout Plan to document the necessary steps the Contractor shall take to adequately closeout the contract. The Closeout Plan shall include a schedule of major activities, and address at a minimum:
- Identification of all contract deliverables submitted and accepted. The Contractor shall include date submitted, DOE acceptance date (if applicable) and status of any remaining open deliverables;
 - Status of all requirements (complete and incomplete) under this contract;
 - Identification of all subcontracts along with status of each subcontract's settlement and final payment. The Contractor shall identify for each subcontract under this contract whether final invoices have been paid, date of final payment, current status of settlement, and any other outstanding issues related to final settlement and payment of subcontracts;
 - Disposition of Government property and equipment, including special nuclear material;
 - Status of activities performed in accordance with the Contractor's Records Management Close-Out or Transition Plan
 - Status of the final invoice and any incurred cost audit; and
 - Status of the final Contractor Performance Assessment Report System (CPARS) report.
- (b) The Closeout Plan shall be submitted in accordance with this PWS and Section J, Attachment J-2, List of Contract Deliverables/Submittals, at least 60 days prior to the end of the contract period. Final payment may be withheld by DOE until all of the necessary activities are completed by the Contractor.

Upon completion of the contract, a final modification will be executed to officially close out the contract. A final release statement will be included in the closeout modification where the Contractor discharges the Government, its officers, agents and employees from all liabilities, obligations and claims under the contract.

C.8.2.06 Mandatory and Optional Site Services

The Contractor shall purchase mandatory site services from the INL contractor, as listed in Exhibit C-2 List of Mandatory and Optional Site Services, for the contract performance period, in accordance with the interface agreements established in C.2.1.01. Optional services identified in Exhibit C-2, or other optional services as agreed to by the parties, are available to the Contractor for purchase from the INL contractor as the Contractor deems necessary for the contract performance period, in accordance with the interface agreements established in C.2.1.01. The various mandatory and optional site services are further described in the various subsections below within C.8.1 through C.8.5.

In the event the Contractor determines that some of the mandatory services may be obtained from more cost effective sources of supply, the Contractor shall notify DOE of its proposal to utilize other sources. DOE approval will be obtained prior to changing mandatory service providers.

C.8.3 ENVIRONMENT, SAFETY, HEALTH AND QUALITY

C.8.3.01 Defense Nuclear Facility Safety Board

~~As directed by the Contracting Officer, t~~The Contractor shall conduct activities in accordance with those DOE commitments to the 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 Contracting Officer 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 ~~–DOE M 140.1-1B, “Interface with the Defense Nuclear Facilities Safety Board,” dated March 30, 2001.~~ The Contractor shall be accountable for ensuring that subcontractors adhere to these requirements.

C.8.3.02 Regulatory Interaction and Environmental Services

The Contractor is authorized to negotiate with regulatory agencies as specified in the regulatory interface protocol, and subject to DOE approval. The Contractor shall work with DOE, regulatory agencies, and other INL entities and contractors to reach collective agreements on interface protocols; keep the *Environmental Regulatory Structure and Interface Protocol for the ICP Core Contractor* (Exhibit C-6) updated; and follow the protocol.

The Contractor shall maintain an environmental monitoring, analysis, and assessment program, to detect impacts of EM operations and to comply with DOE orders, regulations, and agreement requirements. The Contractor shall coordinate its monitoring and surveillance program with the INL contractor to prevent duplication of monitoring efforts and ensure the INL site monitoring program is technically based and adequate to identify impacts from operations. The environmental monitoring program shall provide for on-site effluent monitoring; both on- and off-site environmental surveillance to measure both radiological and non-radiological constituents; and both on- and off-site erosion control monitoring, as required for specific contractor operations. Monitoring and surveillance includes both the continuous recording of data and the collecting of soil, sediment, water, air, and other samples at specific times. Evaluation and analysis of such data will be performed, as requested. Further, the Contractor shall install additional or modify existing monitoring locations as required or requested by DOE and/or regulatory agencies. The Contractor shall also conduct other monitoring, sampling, or inspection work as required by existing or future agreements with DOE or regulatory agencies.

The Contractor shall operate and maintain the existing Idaho Waste Tracking System, the Hydrogeologic Data Repository, the Comprehensive Well Inventory database, the Environmental

Data Warehouse, the Geographic Information System, and the CERCLA Administrative Record/Information Repository website. The Contractor shall provide full access to all site contractors and DOE, as needed.

The Contractor shall assume applicable responsibilities, in accordance with the Endangered Species Act, for candidate species on the INL, e.g., the sage grouse and pygmy rabbit, and for the Candidate Conservation Agreement with the U.S. Fish and Wildlife Service.

The Contractor shall support DOE for the purpose of complying with the Natural Resource Damage Assessment requirements under Section 107(a) and 120(a) of CERCLA.

The Contractor shall sample and report the results for the drinking water systems at INTEC and RWMC in compliance with the Safe Drinking Water Act.

The Contractor shall, early in the planning stage of any proposed activity that may trigger agency compliance with the National Environmental Policy Act (NEPA), inform DOE in writing of the proposed action. For proposed CERCLA actions, NEPA values must be addressed to the extent practicable and documentation of how those values are addressed shall be provided to the NEPA Compliance Officer before the action proceeds. All information submitted to DOE by the Contractor shall be presented in a manner and extent that allows DOE to comply with NEPA requirements and to make a NEPA determination. The proposed activity may not proceed until all NEPA requirements have been satisfied. The proposed activity shall be compliant with DOE NEPA published at 10 CFR 1021, National Environmental Policy Act Implementing Procedures and the DOE's NEPA/CERCLA Policy. The Contractor shall adhere to all requirements and conditions, including the implementation of mitigation measures, identified in any applicable NEPA decision document or categorical exclusion upon which a NEPA determination is based.

C.8.3.03 Permits and Compliance Documents

The Contractor shall maintain and comply, including reapplications as necessary, with all applicable site environmental permits and compliance documents including, but not limited to:

- RCRA permits;
- Air permits;
- Waste Water Recycle and Reuse permits;
- Site Treatment Plan under the Federal Facility Compliance Act;
- Notice of Noncompliance Consent Order, dated April 1992 et seq;
- Federal Facility Agreement and Consent Order (FFA/CO), dated December 1991;
- Idaho Settlement Agreement, dated October 1995; and
- Agreement to Implement, dated July 1, 2008 per the U.S. District Court Order dated, May 25, 2006.
- DOT Hazardous Material Regulations (HMR) per 49 CFR 107.105.

A list of environmental permits is provided as Exhibit C-1, *List of Current Environmental Permits Applicable to EM INL Site Work Scope*.

The Contractor shall be the lead on site-wide issues related to RCRA and the Idaho Hazardous Waste Management Act (HWMA) and implementing regulations; Federal Facilities Compliance Act (FFCA) Site Treatment Plan; and CERCLA under the FFA/CO. For those compliance areas, the Contractor shall complete and submit (after appropriate coordination with all involved Idaho Site entities) site-wide level regulatory reports, site-wide consent order and agreement tracking and closure information, and site-wide permit applications (including permitting operations or facilities included in the Site Treatment Plan). The Contractor shall maintain the CERCLA Administrative Record and Information Repository, and all CERCLA databases, including the site-wide environmental data warehouse, etc. The Contractor is not responsible for facility-specific regulatory compliance, record keeping, and permit applications at facilities it does not manage.

Facility-specific issues or actions related to current or ongoing facility-specific permit applications, releases to the environment, and compliance issues are the responsibility of the contractor managing the facility.

C.8.3.03.01 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.

C.8.3.04 Environmental Support to INL Contractor

Since the INL contractor has the site-wide coordination role for all regulatory programs except RCRA and CERCLA, the Contractor shall provide the INL contractor with the appropriate information, data (certified if necessary), and support necessary to complete its site-wide functions including, but not limited to, the following areas:

- Site-wide air emission applications, permits, and reporting per the Clean Air Act and the Idaho implementing regulations; and reporting per the National Emission Standards for Hazardous Air Pollutants (NESHAPs).

- Site-wide monitoring, surveillance, and reporting for liquid effluents, drinking water, storm water, and groundwater to demonstrate compliance with the Clean Water Act, Safe Drinking Act, and other water quality requirements.
- Soils, air, and biota surveillances and monitoring to determine the impact of operations on the environment and natural resources.
- Site-wide compliance reports, data, and records required by the Toxics Substance Control Act, Federal Insecticide, Fungicide and Rodenticide Act, Emergency Planning and Community Right to Know Act, and cultural resource management laws and regulations.
- National Environmental Policy Act (NEPA) actions
- Input to the Annual Site Environmental Report shall be provided annually to the designated DOE environmental surveillance, education, and research contractor.
- Asbestos notifications for renovations

C.8.3.05 Worker Safety and Health

The Contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, Worker Safety and Health Program. The Contractor shall develop, implement, and maintain a written Worker Safety and Health Plan (WSHP) which shall describe the Contractor's method for complying with and implementing the applicable requirements of 10 CFR 851. The Worker Safety and Health Plan (WSHP) shall be submitted for approval at least 30 days prior to contract effective date. The WSHP must be approved by DOE by the contract effective date. The approved WSHP shall be implemented prior to the start of work. In performance of the work, the Contractor shall provide a safe and healthful workplace, and must comply with its approved WSHP and all applicable Federal and state environmental, health, and safety regulations. The Contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees. When more than one contractor works in a shared workplace, the Contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated.

The Contractor shall immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer's Representative. Upon request, the Contractor shall provide a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for its DOE facilities to the Contracting Officer's Representative.

The Contracting Officer will notify the Contractor, in writing, of any noncompliance with the terms of this section, plus the corrective action to be taken. After receipt of such notice, the Contractor shall immediately take corrective action.

In the event that the Contractor fails to comply with the terms and conditions of this section, the Contracting Officer may, without prejudice to any other legal or contractual rights, issue a stop work order halting all or any part of the work. Thereafter, a start order for resumption of the work may be issued at the discretion of the Contracting Officer. The Contractor shall not be

entitled to an equitable adjustment of the Contract amount or extension of the performance schedule on any stop work order issued under this special Contract requirement.

The Contractor shall maintain medical records of former workers and make them available for health effects studies as requested by DOE. Medical records shall be maintained in accordance with 10 CFR 851 and any other applicable codes, laws, requirements or regulations.

The Contractor shall obtain, review and maintain a Material Safety Data Sheet (MSDS) in a readily accessible manner for each hazardous material (or mixture containing a hazardous material) ordered, delivered, stored or used; and maintain an accurate inventory and history of use of hazardous materials at each use and storage location. The MSDS shall conform to the requirements of 29 CFR 1910.1200(g) and FAR 52.223-3, Hazardous Material Identification and Material Safety Data.

C.8.3.06 Occupational Medical Program (OMP)

The Contractor shall provide for its employees an OMP in compliance with 10 CFR 851. The Contractor may purchase this service from the INL contractor. A documented section in the WHSP describing the Contractor's OMP is required. 10 CFR 851 Appendix A specifies the written requirements of the OMP program that the WHSP must address. At a minimum, the WHSP for DOE approval needs to provide sufficient information or reference to another document (e.g., procedure, other) which describes the Contractor's (and its subcontractors') planned implementation of the OMP program in Appendix A, Section 8.

C.8.3.07 Integrated Safety Management System (ISMS)

The Contractor shall establish and maintain a single ISMS program as required by Section I clause DEAR 970.5223-1, *Integration of Environment, Safety and Health into Work Planning and Execution*. The ISMS program shall ensure that safety and environmental protection considerations are integrated throughout the entire work planning and execution process (including subcontracts as appropriate) and shall extend through the execution of individual work packages where job-site safety is ensured for each worker. The Contractor shall ensure that the principles of ISMS serve as the foundation of the implementing mechanisms for work at the site. A comprehensive Environmental Management System (EMS) based upon the ISO14001 EMS standard must be integrated into the ISMS. The EMS shall include measures to address federal sustainability requirements in compliance with DOE Order 436.1, *Departmental Sustainability* and other applicable DOE Orders referenced herein, and the DOE Strategic Sustainability Performance Plan. The EMS shall be certified to the ISO14001 standard by an accredited independent registrar within eight months after contract effective date. The Contractor shall ensure workers are involved in work planning and integrate the concepts of continuous improvement into work activities, including the use of independent certifications (e.g., the International Organization for Standardization (ISO) and Voluntary Protection Program (VPP) Star).). The Contractor shall submit a compliant ISMS program description document for DOE review and approval, and be prepared for Phase I verification within four months after contract effective date. The Contractor shall be prepared for Phase II verification within eight months after contract effective date. Once the ISMS Phase II verification is completed, the Contractor

shall annually review ISMS performance and provide an annual ISMS Declaration report to DOE within 30 days following the end of each Government fiscal year. DOE may provide guidance for the content of this annual Declaration report (as received from DOE HQ). The Contractor may establish a separate EMS Description document that is complementary to the ISMS Description to facilitate ISO14001 certification.

C.8.3.08 Safety Culture

The Contractor shall establish and maintain a strong safety culture as required by DOE's Nuclear Safety Policy (DOE P 420.1) and Integrated Safety Management Policy (DOE P 450.4A). The Contractor shall also implement effective employee concerns programs. DOE's Employee Concern Program (DOE O 442.1A) and Differing Professional Opinion Process (DOE O 442.2) encourage the free and open expression of employee concerns. The Contractor shall set the expectation that employees have not only the right to raise concerns, but also the responsibility to raise concerns, and that they can do so without fear of retaliation. The Contractor shall take action to proactively address, or demonstrate adequate and effective response to, chilling effect. The Contractor shall also demonstrate evidence of immediate, adequate and effective mitigation of substantiated allegations of harassment, intimidation, retaliation, and/or discrimination (for engagement in protected activity). The Contractor shall establish and maintain a strong safety culture and Safety Conscious Work Environment (SCWE), in accordance with Departmental expectations and the Integrated Safety Management System ([Department of Energy Acquisition Regulation \(DEAR\) clause at 970.5223-1, Integration of Environment, Safety, and Health into Work Planning and Execution. DOE O 450.4](#)), specifically focusing on the three Safety Focus Areas of Leadership, Employee Engagement, and Organizational Learning.

C.8.3.09 Emergency Management

The Contractor shall provide the necessary personnel, support, resources, facilities, and access in order to maintain an Emergency Management program that is integrated into a single site-wide program operated by the INL contractor, and coordinated with other DOE ID prime contractors as documented in contractors' Interface Agreements. The Contractor shall submit the Emergency Management Program for DOE approval at least 30 days prior to contract effective date. The Contractor shall ensure their Emergency Management Program, including any requirements for TMI-2 (PLN-1610), is in place by the contract effective date. The Emergency Management program shall be compliant with DOE O 151.1C, Comprehensive Emergency Management System, or its successor directives, and any other relevant directives, laws, etc. The Emergency Management program shall be adequate to analyze, plan, and respond to the hazards that are introduced, present, transported, or collocated with the facilities operated by the contractor. General requirements shall include the development and implementation of a Comprehensive Emergency Management System designed to:

- Minimize the consequences of all emergencies involving or affecting facilities and activities (including transportation operations/activities);
- Protect the health and safety of all workers and the public from hazards associated with site operations and those associated with decontamination, decommissioning, and environmental restoration;

- Prevent damage to the environment; and
- Promote effective and efficient integration of all applicable policies, recommendations, and requirements, including Federal interagency emergency plans.

In order to maintain a compliant program, the Contractor shall provide and maintain adequate facilities, personnel, and other resources necessary to maintain a compliant program and shall provide at least the following:

- Facilities that have the power, communications, monitoring, equipment, and furnishings for Emergency Control Centers (ECCs) at RWMC and INTEC and alternate ECC(s) for RWMC and INTEC. Office space for emergency planners or hazards assessors that may be permanently housed in or in close proximity to the ECC shall also be furnished.
- Personnel that can staff a 24/7 cadre of Emergency Response Organization (ERO) filling necessary command and control and support positions in the ECCs, On Scene, and in the Emergency Operations Center (EOC). This includes an Emergency Action Manager (EAM) for each major site facility (RWMC and INTEC), along with other positions in an approved emergency plan. In addition to responding to actual events, ERO personnel shall be trained, maintain qualifications, and conduct drills and exercises necessary to be proficient.
- Physical access to facilities and access to databases, personnel, or other information sources necessary for hazards assessors to conduct emergency planning hazards surveys and assessments. This shall include a notification process prior to introduction, removal, or relocation of hazardous material, or changes in processes that have the potential to change hazardous material release characteristics. Notification of issues or changes relating to the Unresolved Safety Question/Potential Inadequacy of Safety Analysis (USQ/PISA) process and documented safety basis is also required.
- A senior management personnel position with the authority to act in an advisory and coordination capacity in the EOC for emergencies or drills involving contractor facilities.
- A public affairs liaison position with the authority to coordinate on press releases, press conferences, or other emergency public information functions for emergencies or drills involving contractor facilities.
- Operations, technical, or labor personnel to provide mitigation of hazardous material releases or control of facility processes that will minimize releases. These personnel may also act in a support role with the INL site-wide fire department or other response personnel.
- A recovery manager and any other personnel necessary to form a recovery team and perform the recovery functions required under emergency management. The appointment of a recovery manager, and the facility turnover when an emergency is terminated will normally be the transition back to operations under contractor control.
- Resources necessary to perform corrective actions for issues identified in drills, exercises, operational emergencies, self-assessments, or external assessments (e.g. DOE-ID, DOE-HQ, HSS, IG, etc.).
- Time for all facility personnel to be trained in emergency response actions that are necessary for general employees (e.g., take shelter, evacuate, etc.), along with additional time for some facility personnel who will perform as area wardens for evacuation and personnel accountability purposes.

The Contractor shall prepare, submit for DOE approval, and execute the approved Continuity of Operations Plan per DOE Order 150.1A, Continuity Programs. The Contractor shall submit the Continuity of Operations Plan for DOE approval at least 30 days prior to contract effective date.

C.8.3.10 Radiological Assistance Program (RAP)

The Contractor shall support the National Nuclear Security Administration (NNSA) RAP with separate funding provided by DOE through the NNSA. Upon request by DOE, the Contractor shall provide Radiological Control Technicians, Radiological Control Supervisors and other support personnel as deemed necessary by DOE to support requests for assistance during radiological emergencies or other events/activities requiring radiological expertise. The Contractor agrees to allow personnel supporting RAP to be appropriately trained in accordance with DOE requirements, and further agrees to provide for the storage and security of any DOE supplied equipment. The Contractor shall supplement response activities with Project equipment and vehicles when needed, if available, and maintain/develop all required plans, procedures and reports.

C.8.3.11 Quality Assurance

The Contractor shall develop, implement, assess, and continuously improve the Quality Assurance Program (QAP) in accordance with DOE Order 414.1D, Admin Change 1, *Quality Assurance*, Attachment 2, *Contractor Requirements Document (CRD)*; the EM QAP, EM-QA-001; associated DOE directives (i.e. Policies, Guides, Manuals, and Orders) and Section H.33, *Quality Assurance System*. The QAP shall be submitted to DOE for approval within 30 days of the NTP and DOE approval will be documented prior to the contract effective date.

The Contractor shall develop and implement a comprehensive Issues Management System for the identification, assignment of significance category, and processing of quality or safety-related issues identified within the Contractor's organization in accordance with DOE Order 414.1D, Admin Change 1, *Quality Assurance*, Attachment 2, *Contractor Requirements Document*; the EM *Quality Assurance Program*, EM-QA-001; associated DOE directives referenced herein (i.e. Policies, Guides, Manuals, and Orders) and Section H.33, *Quality Assurance System*.

C.8.3.12 Radiation Protection

Consistent with 10 CFR 835, Occupational Radiation Protection and the Departmental Implementing Guides, the Contractor shall conduct site activities in compliance with a DOE approved Radiation Protection Program (RPP) to control internal and external dose from occupational radiation exposure and minimize the spread of contamination. The As Low As Reasonably Achievable (ALARA) process shall be applied to EM program activities. The Contractor shall, at the NTP, adopt the existing RPP or submit a proposed RPP that must be approved by DOE prior to contract effective date. If adopting the existing RPP, a revision to the RPP shall be submitted to DOE within 180 days of contract effective date.

The Contractor shall purchase a Department of Energy Laboratory Accreditation Program (DOELAP) accredited external and internal dosimetry services from the INL contractor, see Exhibit C-2, *List of Mandatory and Optional Site Services*. All dosimetry records will be maintained in a single database by the INL contractor.

C.8.3.13 Nuclear Safety

The Contractor shall establish and maintain a Nuclear Safety Program in compliance with 10 CFR 830, Subpart B, and relevant directives, and consistent with relevant guides, and standards. The Contractor shall ensure that the structure of requirements to achieve nuclear safety is based on sound principles such as defense in depth, redundancy of protective measures, robust technical competence in operations and management oversight, and compliance with DOE Directives embodying nuclear safety requirements. The Contractor shall maintain authorization basis documents. The Contractor shall, at the NTP, adopt the existing Unreviewed Safety Question (USQ) process, or submit a proposed USQ process to DOE that must be approved prior to contract effective date. Any changes to the established Unreviewed Safety Question process shall require DOE approval. The Contractor shall ensure that all nuclear facilities are maintained and operated within the DOE approved safety bases. The Contractor shall comply with DOE requirements for nuclear facility start of operations and re-start of operations as required by DOE Order 425.1D, *Verification of Readiness to Startup or Restart Nuclear Facilities*.

C.8.3.14 Criticality Safety

The Contractor shall establish and maintain a Criticality Safety Program in compliance with 10 CFR 830.204(b)(6), and relevant directives, guides, and standards identified in this contract. The Contractor shall, at the NTP, adopt existing Criticality Safety Program (CSP) plans and procedures, or submit a proposed CSP to DOE that must be approved prior to contract effective date. Any changes made to the Criticality Safety Program require DOE approval.

C.8.3.15 Environmental Sustainability

The Contractor shall assist the DOE through direct participation and other support in achieving the DOE's sustainability goals as required by DOE Order 436.1, *Departmental Sustainability*; and the DOE Strategic Sustainability Performance Plan.

The Contractor shall consider, to the extent practical, Green and Sustainable Remediation (GSR) and Innovative Technology practices in all phases of this PWS and to implement such practices when they reduce costs, expedite project schedules, minimize risk, and maximize effectiveness.

The Contractor shall develop and implement internal policies to calculate and track greenhouse gas emissions following Federal guidelines and annually report a comprehensive inventory of absolute greenhouse gas emissions, including specific scope 3 (indirect) emissions, in accordance with DOE greenhouse gas reporting requirements. The Contractor shall implement the *Technical Guidance on Implementing the Stormwater Runoff Requirements for Federal Projects under Section 438 of the Energy Independence and Security Act* issued by the

Environmental Protection Agency (EPA), see
website: http://www.epa.gov/oaintrnt/documents/epa_swm_guidance.pdf.

The Contractor shall manage its vehicle fleet to reduce petroleum use, increase alternative fuel use, reduce fleet related greenhouse gas releases, and follow DOE fleet guidance as provided by the CO.

The Contractor shall assist the DOE in meeting the pollution prevention and waste diversion goals through source reduction and, as determined to be cost effective and consistent with DOE sustainability goals, through diversion from disposal of non-hazardous solid wastes and construction and demolition materials and debris.

The Contractor shall assist the DOE in meeting its high performance sustainable building design, construction, operation and management, maintenance, and deconstruction goals as follows:

- Pursue cost-effective, innovative strategies, such as highly reflective and vegetated roofs, to minimize consumption of energy, water, and materials and to contribute to efforts to bring facilities into compliance with the Guiding Principles for Federal Leadership in High Performance and Sustainable Buildings (Guiding Principles).
- 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 in accordance with the Energy Independence and Security Act.
- Identify opportunities to consolidate and dispose of existing assets, optimize the performance of the DOE's real-property portfolio, and reduce associated environmental impacts.
- Assist the DOE in ensuring that current and new Federal buildings and Federal buildings undergoing major renovations reduce their fossil fuel-generated energy consumption (baseline 2003) by 65% (2015) and by 80% (2020).
- Ensure that new buildings or major renovations obtain Leadership in Energy & Environmental Design (LEED) Gold certification, unless a waiver is obtained through the DOE Acquisition Executive.
- Ensure that new building leases or renegotiation of existing leases incorporate sustainable practices that support the Guiding Principles.

The Contractor shall 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 (documented analyses shall be provided to DOE on request), and ensure such activities contribute to compliance with the Guiding Principles.

The Contractor shall designate a facility energy manager and complete building energy and water evaluations every four years for each facility according to the Energy Independence and Security Act, Section 432. The Contractor shall use Energy Star Portfolio Manager rating tool to record energy and water audits and sustainability performance information. The Contractor shall ensure that facility energy managers commission equipment and establish Operations and Maintenance (O&M) plans for measuring, verifying, and reporting energy and water savings.

The Contractor shall assist the DOE in advancing sustainable acquisition for products and services and shall:

- Incorporate electronics stewardship and best management practice;
- Establish and implement policies to enable power management, duplex printing, and other energy-efficient or environmentally preferable features on all eligible agency electronic products;
- Employ environmentally sound practices with respect to the agency's disposition of all agency excess or surplus electronic products;
- Implement best management practices for energy-efficient management of servers and Federal data centers;

The Contractor shall assist the DOE to achieve sustainable environmental management by:

- Maintaining an ISO 14001 EMS;
- Ensuring the EMS incorporates objectives and measurable targets that contribute to the achievement of the sustainability goals of the DOE strategic Sustainability Performance Plan;
- Developing or contributing to development of an annual INL Site Sustainability Plan; and
- Establishing and implementing activities to submit data and reports required to demonstrate DOE progress towards achieving sustainability goals.

C.8.3.16 Other

This scope also includes the following: Training Programs, Sample and Analysis Management (SAM) Core Services, Chemical Management Services, Hoisting and Rigging, Welding Qualification Program, Weld Test Lab, and Calibration Services.

C.8.4 GENERAL FACILITY MANAGEMENT

The Contractor shall provide office space for approximately 15 DOE personnel in CPP-663, and 10 DOE personnel in WMF-658. The Contractor shall also provide office space at INTEC for two NRC contractor personnel responsible for the NRC licensed facility. Office space shall include areas for information technologies, communications, administrative functions (e.g., records storage, conference room, office supply storage) and access to storage for, and use of, classified materials.

The Contractor shall provide services that include, but are not limited to: locksmith services, bus service, cafeteria operations, fleet operations and maintenance within RWMC and INTEC (with the exception of general facility maintenance and custodial services as described in C.3.1.01 and C.3.2.01), custodial services and non-radioactive solid waste disposal, daily mail, space planning and utilization, and moving of furniture and equipment for all EM facilities within this PWS. This scope also includes materials and services for maintaining print shop capability, copiers, and graphics.

The Contractor shall assume responsibility for the Technical Support Buildings (TSB) and Technical Support Annex (TSA) lease and property taxes located in Idaho Falls (Foote Road), with the exception of janitorial services provided via a separate DOE prime contract. The Contractor shall provide office space for the DOE Inspector General and current INL contractor at TSB-TSA.

C.8.5 DOE-ID SUPPORT ACTIVITIES

The Contractor shall provide support services to DOE which include, but are not limited to: IT developer support, wireless service, records management, copier services, printing/graphics, DOE office moves, and DOE training. These support services for DOE personnel are in addition to the Information Management activities and Office Space and Custodial Services that the Contractor shall perform per C.8.1 and C.8.4.

C.8.6 DEFINED BENEFIT PENSION PLAN COSTS (CLIN 00005)

Per Section B.7, the Contractor shall use designated Defined Benefit Pension Plan funding to reimburse the INL contractor for the ICP Core share of the current Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees.

The Contractor as a sponsor of the Idaho National Laboratory Employee Retirement Plan (INLERP) will be reimbursed under CLIN 00005 for pension contributions in the amounts necessary to ensure that the plan is funded to meet the annual minimum requirement under ERISA, as amended by the Pension Protection Act (PPA) of 2006 or as otherwise directed by the Department of Energy. However, reimbursement for pension contributions above the annual minimum contribution required under ERISA, as amended by the PPA, shall require prior approval of the Contracting Officer and will be considered on a case by case basis. Reimbursement amounts will take into consideration all pre-funding balances and funding standard carryover balances.

C.9.0 DELIVERABLES

See Section J, Attachment J-2, List of Contract Deliverables/Submittals. All deliverables provided under this Contract, including implementing policies, plans, and procedures, shall be the property of the Government for present and future use without any proprietary data limitations.

C.10.0 LIST OF EXHIBITS

Exhibit No.	PWS Section	Title
C-1	C.2.0 C.8.3.03	List of Current Environmental Permits Applicable to EM INL Site Work Scope
C-2	C.2.0 C.8.2.06 C.8.3.12	List of Mandatory and Optional Site Services
C-3	C.3.0 C.3.1 C.3.2.01	List of ICP Core EM Buildings and Structures
C-4	C.3.1 C.3.2.01	ICP Core Utility Systems for INTEC and RWMC
C-5	C.3.2.02 C.3.2.03 C.3.2.04	List of INTEC Infrastructure Upgrades Projects
C-6	C.4.0 C.5.2 C.8.3.02	Environmental Regulatory Structure and Interface Protocol for the ICP Core Contractor
C-7	C.5.0	ISA Inventory of CH-TRU Waste (IDC Definitions)
C-8	C.5.0 C.5.1	ISA Inventory of CH-TRU Waste
C-9	C.5.0 C.5.3	ISA and Non-ISA Inventory of RH-TRU Waste (Lot 1-9)
C-10	C.5.4	NNPP Pieces, Parts, and Fines (PPF) Inventory (Lot 10)
C-11	C.5.3.06 C.5.3.07	Lot 11 - Legacy RH-M/LLW Treatment and Disposal
C-12	C.5.3.06 C.5.3.08	Lot 12 - Newly Generated RH M/LLW TRU and MTRU Waste
C-13	C.5.0	Standard Waste Container Volume Assumptions
C-14	C.5.1.03	CH-TRU Waste Inventory To Be Retrieved
C-15	C.5.5.03 C.5.5.04	Inventory of Legacy Excess Radioactive/Hazardous Materials
C-16	C.5.5.03	Inventory of Sodium Component Maintenance Shop (SCMS) Backlog
C-17	C.5.7	CH-TRU Storage Facility Design Specifications <u>Technical and Functional Requirements</u>
C-18	C.7.1.01 C.7.1.03	Spent Nuclear Fuel Inventory and Plot Plans for CPP-603, CPP-749, and CPP-2707 (OUO)
C-19	C.7.1.01 C.7.1.03	EBR-II Spent Nuclear Fuel Description Document (OUO)
C-20	C.7.1.01	INTEC Spent Nuclear Fuel Description Document (OUO)
C-21	C.7.1.02	FRR/DRR Spent Nuclear Fuel Potential Sources
C-22	C.7.2	Listing of NRC Documents Applicable to ICP Core
C-23	C.7.3	Memoranda of Agreement (MOA) for Naval Spent Nuclear Fuel Transfers and Disposition (OUO)
C-24	C.8.2.04	Government Furnished Equipment
C-25	C.8.2.02	INL Site Security Plan (OUO)
C-26	C.5.5.01	<u>U-233 Waste Located In Storage at INTEC</u>

PART I – THE SCHEDULE

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H.1 NO THIRD PARTY BENEFICIARIES

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.2 DEFINITIONS

For purposes of clauses H.3 through H.9 the following definitions are applicable (unless otherwise specified):

- (a) “*Contract Award Date*” means the date the contract is signed by the Contracting Officer.
- (b) “*Contract Effective Date*” means the date the Contractor shall assume full responsibility, also considered the first day after the current incumbent contractor(s)’ period of performance ends.
- (c) “*Contract Transition Period*” means the 90-day (or less) period between Notice to Proceed and Contract Effective Date.
- (d) “*CWP*” means CH2M/WG Idaho, LLC under contract DOE-AC07-05ID14516.
- (e) “*Incumbent Employees*” means employees who hold regular appointments or who are regular employees of CWI and ITG as of the Notice to Proceed for this Contract.
- (f) “*ITG*” means the Idaho Treatment Group, LLC under contract DE-EM0001467.
- (g) “*Non-Incumbent Employees*” means new hires, i.e., employees other than Incumbent Employees who are hired by the Contractor after the Notice to Proceed.
- (h) “*Notice to Proceed (NTP)*” means the authorization issued by DOE which signals the start of the Contract Transition Period. The date of issuance of the NTP is the first day of the Contract Transition Period.

H.3 WORKFORCE TRANSITION AND EMPLOYEE HIRING PREFERENCES

The Contractor shall comply with the hiring preferences set forth below. The Contractor’s failure to comply with this clause may result in the costs being determined to be unallowable. See also Section I-~~51~~ clause, FAR 52.222-17.

- (a) The right of first refusal for employment in Section I, FAR 52.222-17 Nondisplacement of Qualified Workers (MAY 2014), is applicable to the service employees employed under the Idaho Treatment Group L.L.C. Contract DE- EM-0001467 (hereinafter ITG DOE

Contract), and CH2M/WG Idaho L.L.C. Contract DOE-AC07-05ID14516 (hereinafter CWI DOE Contract), for the same or similar services, which are to be performed by the Contractor and its subcontractors. The Contractor shall comply with the right of first refusal for employment for service employees and all of the requirements set forth in FAR 52.222-17 Nondisplacement of Qualified Workers for the applicable work and positions before applying any of the hiring preferences in paragraph (b) below. If a service employee employed under the ITG and/or CWI DOE Contracts declines a bona fide express offer of employment ~~under Paragraph (A) above~~, the Contractor need not provide the right of first refusal or the preference in hiring specified in paragraph (b)(1)(i) and (ii) below to such employee, but shall provide all other preferences in hiring in Paragraph (b) below, as applicable. ~~he obligation to offer employment under Paragraph (A) above shall continue for 90 days after issuance of the NTP, and also, 90 days after the Contract Effective Date.~~

(b) The Contractor shall provide, during the transition period and throughout the period of performance, preferences in hiring for vacancies at the Idaho Cleanup Project (ICP Core) for non-managerial positions (i.e., all those below the first line of supervision) in non-construction activities of the PWS under this Contract, in accordance with the hiring preferences in paragraphs (1) – (5) below in descending order of priority (subject to paragraph (a) above), any applicable collective-bargaining agreement(s), site seniority and applicable law, as set forth below.

(1) The Contractor shall provide Incumbent Employees the preferences in the following paragraphs (i) – (iii) in descending order of priority:

(i) A right of first refusal for vacancies in non-managerial positions that are substantially equivalent to the positions the Incumbent Employees held at the time of NTP.

(ii) A preference in hiring for vacancies in non-managerial positions for the Incumbent Employees who meet the qualifications for the position.

(iii) A preference in hiring for vacancies in non-managerial positions for the Incumbent Employees who may not meet the qualifications for the position, but who agree to become qualified and can become qualified by the commencement of active employment under this Contract.

(2) The Contractor shall give a preference in hiring to individuals (i) who are former employees of CWI and ITG and (ii) who are entitled to recall rights consistent with any applicable collective bargaining agreement(s) at the Idaho Cleanup Project (ICP) and the Advanced Mixed Waste Treatment Project (AMWTP).

(3) The Contractor shall give a preference in hiring to individuals set forth below in paragraphs (i) and (ii), in descending order of priority, who are eligible for the hiring preference contained in the clause in Section I of this Contract entitled “DEAR 952.226-74, Displaced Employee Hiring Preference”, consistent with the provisions

of any applicable Workforce Restructuring Plan and Departmental guidance on workforce restructuring, as amended from time to time, regarding the preferential hiring of employees:

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

H.4 EMPLOYEE COMPENSATION: PAY AND BENEFITS

For purposes of this Section H.4, the following definitions are applicable, in addition to those set forth in Section H.2 above.

- (a) 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 (DB) Pension Plan. Provides a specific benefit at retirement that is determined pursuant to the formula in the pension plan document.

- (4) Defined Contribution (DC) Pension Plan. Provides benefits to each participant based on the amount held in the participant's account. Funds in the account may be comprised of employer contributions, employee contributions, investment returns on behalf of that plan participant and/or other amounts credited to the participant's account.
- (5) Designated Contract. For purposes of this clause, a contract (other than a prime cost reimbursement contract for management and operation of a DOE facility) for which the Head of the Departmental Contracting Activity determines that advance pension understandings are necessary or where there is a continuing Departmental obligation to the pension plan.
- (6) Pension Fund. The portfolio of investments and cash provided by employer and employee contributions and investment returns. A pension fund exists to defray pension plan benefit outlays and (at the option of the plan sponsor) the administrative expenses of the plan.
- (7) Separate Accounting. Account records established and maintained within a commingled plan for assets and liabilities attributable to DOE contract service.
NOTE: The assets so represented are not for the exclusive benefit of any one group of plan participants.
- (8) Separate Plan. Must satisfy IRC Sec. 414(l) definition of a single plan, designate assets for the exclusive benefit of employees under DOE contract, exist under a separate plan document (having its own DOL plan number) that is distinct from corporate plan documents and identify the contractor as the 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."

(b) Contractor Employee Compensation Plan

The Contractor shall submit, for Contracting Officer approval, within 45 days after NTP, a Contractor Employee Compensation Plan demonstrating how the Contractor will comply with the requirements of this Contract. The Contractor Employee Compensation Plan shall describe the Contractor's policies regarding compensation, pensions and other benefits, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.

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

- (1) Philosophy and strategy for all pay delivery programs.
- (2) System for establishing a job worth hierarchy.

- (3) Method for relating internal job worth hierarchy to external market.
- (4) System that links individual and/or group performance to compensation decisions.
- (5) Method for planning and monitoring the expenditure of funds.
- (6) Method for ensuring compliance with applicable laws and regulations.
- (7) System for communicating the programs to employees.
- (8) System for internal controls and self-assessment.
- (9) 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.

(c) Total Compensation System

The Contractor shall develop, implement and maintain formal policies, practices and procedures to be used in the administration of its compensation system consistent with FAR 31.205-6 and DEAR 970.3102-05-6; "Compensation for Personal Services" ("Total Compensation System"). DOE-approved standards (e.g., set forth in an advance understanding or appendix), if any, shall be applied to the Total Compensation System. The Contractor's Total Compensation System shall be fully documented, consistently applied, and acceptable to the Contracting Officer. Costs incurred in implementing the Total Compensation System shall be consistent with the Contractor's documented Contractor Employee Compensation Plan as approved by the Contracting Officer.

(d) Reports and Information

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

- (1) An Annual Contractor Salary-Wage Increase Expenditure Report to include, at a minimum, breakouts for merit, promotion, variable pay, special adjustments, and structure movements for each pay structure showing actual against approved amounts.
- (2) A list of the top five most highly compensated executives as defined in FAR 31.205-6(p)(2)(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 Central Contractor Registration (CCR) per FAR 52.204-10.
- (3) An Annual Report of Contractor Expenditures for Employee Supplemental Compensation no later than March 1 of each year.

(e) Pay and Benefit Programs

The Contractor shall establish pay and benefit programs for Incumbent Employees and Non-Incumbent Employees, as defined in Section H.2 and who are engaged in non-construction activities, consistent with the terms and conditions of this Contract, including

any applicable collective bargaining agreement(s), and applicable law, including Section 4(c) of the Service Contract Act and the Fair Labor Standards Act, as applicable; 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

- (i) Pay. Subject to the Workforce Transition Clause, the Contractor shall provide equivalent base pay to Incumbent Employees as compared to pay provided by ITG and CWI for at least the first year of the term of the Contract.
- (ii) Pension and Other Benefits. The Contractor shall provide a total package of benefits to Incumbent Employees comparable to that provided by ITG and CWI. Comparability of the total benefit package shall be determined by the Contracting Officer at his/her sole discretion.

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

- (2) Non-Incumbent Employees. 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

- (i) The Contractor shall submit the following to the Contracting Officer for a determination of cost allowability for reimbursement under the Contract:

(A) Any proposed major compensation program design changes prior to implementation.

(B) An Annual Compensation Increase Plan (CIP). The Compensation Increase Plan should include the following components and data:

- (1) Comparison of average pay to market average pay.
- (2) Information regarding surveys used for comparison.
- (3) Aging factors used for escalating survey data and supporting information.
- (4) Projection of escalation in the market and supporting information.

- (5) Information to support proposed structure adjustments, if any.
- (6) Analysis to support special adjustments.
- (7) Funding requests for each pay structure to include breakouts of merit, promotions, variable pay, special adjustments, and structure movement. (a) The proposed plan totals shall be expressed as a percentage of the payroll for the end of the previous plan year. (b) All pay actions granted under the compensation increase plan are fully charged when they occur regardless of time of year in which the action transpires and whether the employee terminates before year end. (c) Specific payroll groups (e.g., exempt, nonexempt) for which CIP amounts are intended shall be defined by mutual agreement between the contractor and the Contracting Officer. (d) The Contracting Officer may adjust the CIP amount after approval based on major changes in factors that significantly affect the plan amount (for example, in the event of a major reduction in force or significant ramp-up).
- (8) A discussion of the impact of budget and business constraints on the CIP amount.
- (9) Comparison of pay to relevant factors other than market average pay.

(C) Individual compensation actions for the top contractor official (e.g., laboratory director/plant manager or equivalent) and key personnel not included in the CIP. For those key personnel included in the CIP, DOE will approve salaries upon the initial contract award and when key personnel are replaced during the life of the contract. DOE will have access to all individual salary reimbursements. This access is provided for transparency; DOE will not approve individual salary actions (except as previously indicated).

- (ii) The Contracting Officer's approval of individual compensation actions will be required only for the top contractor official (e.g., laboratory director/plant manager or equivalent) and key personnel as indicated in (e)(3)(i)(C) above. The base salary reimbursement level for the top contractor official establishes the maximum allowable salary reimbursement under the contract. Unusual circumstances may require a deviation for an individual on a case-by-case basis. Any such deviations must be approved by the Contracting Officer. This reimbursement limitation does not prohibit paying compensation to the Contractor's senior executives at a higher rate, but rather only limits the

amount of compensation that can be reimbursed by the Government as an allowable contract expense. The Contractor is encouraged to recruit, retain, and compensate the highest quality senior executives to execute the PWS in an efficient and cost-effective manner. Senior executives' compensation, and subsequent increases during the contract term, must be included in the bid proposal cost estimate.

(iii) Severance Pay is not payable to an employee under this Contract if the employee:

- (A) Voluntarily separates, resigns or retires from employment,
- (B) Is offered employment with a successor/replacement contractor,
- (C) Is offered employment with a parent or affiliated company, or
- (D) Is discharged for cause, or
- (E) Is a Key Person identified in Section H.31, paragraph (f).

(iv) 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.

(4) Pension and Other Benefit Programs

- (i) No presumption of allowability will exist when the Contractor implements a new benefit plan or makes changes to existing benefit plans for Employees or until the Contracting Officer makes a determination of cost allowability for reimbursement for new or changed benefit plans.
- (ii) Cost reimbursement for Employee pension and other benefit programs sponsored by the Contractor will be based on the Contracting Officer's approval of Contractor actions pursuant to an approved "Employee Benefits Value Study" and an "Employee Benefits Cost Survey Comparison" as described below.
- (iii) Unless otherwise stated, or as directed by the Contracting Officer, the Contractor shall submit the studies required in paragraphs (A) and (B) below. The studies shall be used by the Contractor in calculating the cost of benefits under its segments of existing benefit plans. An Employee Benefits Value (Ben-Val) Study Method using no less than 15 comparator organizations and an Employee Benefits Cost Survey comparison Method shall be used in this evaluation to establish an appropriate comparison method. In addition, the Contractor shall submit updated studies to the Contracting Officer for approval prior to the adoption of any change to a pension or other benefit plan.

- (A) The Ben-Val, 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 comparator companies approved by the Contracting Officer. To the extent that the value studies do not address postretirement benefits other than pensions, the Contractor shall provide a separate cost and plan design data comparison for the postretirement benefits other than pensions using external benchmarks derived from nationally recognized and Contracting Officer approved survey sources and,
- (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 reported by the U.S. Department of Labor's Bureau of Labor Statistics or other Contracting Officer approved broad based national survey.
- (iv) When the net benefit value exceeds the comparator group by more than five percent, the Contractor shall submit a corrective action plan to the Contracting Officer for approval, unless waived by the Contracting Officer.
- (v) When the average total benefit per capita cost or total benefit cost as a percent of payroll exceeds the comparator group by more than five percent, the Contractor shall submit an analysis of the specific plan costs that are above the per capita cost range or total benefit cost as a percent of payroll and a corrective action plan to achieve conformance with a Contracting Officer directed per capita cost range or total benefit cost as a percent of payroll, unless waived by the Contracting Officer.
- (vi) Within two years of Contracting Officer approval of the Contractor's corrective action plan, the Contractor shall align employee benefit programs with the benefit value and per capita cost range or percent of payroll as approved by the Contracting Officer.
- (vii) The Contractor may not terminate any benefit plan during the term of the Contract without the prior approval of the Contracting Officer in writing.
- (viii) Cost reimbursement for postretirement benefits other than pensions (PRBs) is contingent on DOE approved service eligibility requirements for PRB that shall be based on a minimum period of continuous employment service not less than 5 years under a DOE cost reimbursement contract(s) immediately prior to retirement. Unless required by Federal or State law, advance funding of PRBs is not allowable.

- (ix) Each contractor sponsoring a pension and/or postretirement benefit plan will participate in the annual plan management process which includes written responses to a questionnaire regarding plan management, providing forecasted estimates of future reimbursements in connection with the plan and participating in a conference call to discuss the contractor submission (see (g)(vi) below for Pension Management Plan requirements).
- (x) Each contractor will respond to quarterly data calls issued through iBenefits, or its successor system.

(f) Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs

- (i) Employees working for the Contractor shall only accrue credit for service under this Contract after the Contract Effective Date.
- (ii) Except for Commingled Plans in existence as of the effective date of the contract, 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 Contracting Officer, Commingled Plans shall be converted to separate plans at the time of new contract award or the extension of a contract.

(g) Basic Requirements

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

- (i) The Contractor shall become a sponsor of the existing pension and other benefit plans (or comparable successor plans), including other postretirement benefit (PRB) plans, as applicable, with responsibility for management and administration of the plans. The Contractor shall be responsible for maintaining the qualified status of its segments of those plans consistent with the requirements of the 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.
- (ii) DOE approval is required prior to implementing any change to a pension plan covering prime cost reimbursement contracts for management and operation of DOE facilities and other contracts when designated. Changes shall be in accordance with and pursuant to the terms and conditions of the contract.

- (iii) Each contractor pension plan shall be subjected to a limited-scope audit annually that satisfies the requirements of ERISA section 103, except that every third year the contractor must conduct a full-scope audit satisfying ERISA section 103. Alternatively, the contractor may conduct a full-scope audit satisfying ERISA section 103 annually. In all cases, the Contractor must submit the audit results to the contracting officer. In years in which a limited scope audit is conducted, the contractor must provide the contracting officer with a copy of the qualified trustee or custodian's certification regarding the investment information that provides the basis for the plan sponsor to satisfy reporting requirements under ERISA section 104.
- (iv) For existing Commingled Plans, the Contractor shall maintain and provide annual Separate Accounting of DOE liabilities and assets as for a Separate Plan.
- (v) 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.
- (vi) The Contractor shall comply with the requirements of ERISA to the pension plan and any other applicable laws.
- (vii) The Pension Management Plan shall include the following:
 - (A) A Pension Management Plan (PMP) discussing the Contractor's plans for management and administration of all pension plans consistent with the terms of this contract. The PMP shall be updated and submitted to the Contracting Officer in draft annually no later than 45 days after the last day of the Plan year along with its draft actuarial valuation.
 - (B) Within thirty (30) days after the date of the submission, appropriate Contractor representatives shall meet with the Contracting Officer to discuss the Contractor's proposed draft annual update of the PMP to specifically discuss any anticipated changes in the projected pension contributions from the prior year's contributions and any discrepancies between the actual contributions made for the most recent year preceding that meeting and the projected contributions for that year which the Contractor had submitted to the Contracting Officer the prior year. The annual revision of the PMP shall include:
 - (1) The Contractor's best projection of the contributions which it will be legally obligated to make to the pension plan(s), beginning with the required contributions for the coming fiscal year, based on the latest actuarial valuation, and continuing for the following four years. This estimate will be based upon compliance with all applicable legal requirements relating to the

determination of contributions and upon the assumptions set out in the plan document(s).

- (2) If the actuarial valuation submitted pursuant to the annual PMP update indicates that the sponsor of the pension plan must impose pension plan benefit restrictions, the Contractor shall provide the following information:
 - (aa) The type of benefit restriction that will take place,
 - (bb) The number of Contractor employees that potentially could be impacted and the nature of the restriction (e.g., financial impact) by imposition of the required benefit restriction, and
 - (cc) The amount of money that would need to be contributed to the pension plan to avoid legally required benefit restrictions.

- (3) A detailed discussion of how the Contractor intends to manage the pension plan(s) to maximize the contribution predictability (i.e. forecasting accuracy) and contain current and future costs, to include rationale for selection of all plan assumptions that determine the required contributions and which impact the level and predictability of required contributions. The Contractor is required to annually establish a long term (e.g. five year) plan that outlines the projected retirement plan costs, and any planned action steps to be taken to better manage predictability. The contractor must also share the following information with the Department during the meeting:
 - (aa) Strategy for achieving and maintaining fully-funded status of the plan(s)
 - (bb) Investment policy statement for the plan, with any recent updates
 - (cc) Results of recent asset liability studies (required to be performed every 3 years or after a significant event) including rationale for maintaining current asset allocation strategy.
 - (dd) Comparison of budget projections submitted to the Department to actual contributions
 - (ee) Any recent reports, findings, or recommendations provided by plan's investment consultant.
 - (ff) Actuarial experience studies to set the plan's actuarial assumptions (required to be performed every 3-5 years)

- (4) An assessment to evaluate the effectiveness of the Contractor's pension plan(s) investment management/results. The assessment

shall include at a minimum: a review and analysis of pension plan investment objectives; the strategies employed to achieve those objectives; the methods used to monitor execution of those strategies and the achievement of the investment objectives; and a comparative analysis of the objectives and performance of other comparable pension plans. The Contractor shall also identify its plans, if any, for revising any aspect of its pension plan management based on the results of the review.

- (viii) The Post Retirement Benefit (PRB) Management Plan for the PRB Plan(s) segment(s) in which the Contractor participates and for which the Department reimburses costs under this Contract shall include:
 - (A) The Contractor's best projection of the benefit payments from its segments of the PRB Plans, a summary of the key actuarial assumptions used in developing the estimates, and a detailed description of the plans included in the projections
 - (B) The impact that any recent plan amendments have had on the expected benefit payments
 - (C) Any possible future amendments to the PRB Plan(s) which the Contractor wishes to make
 - (D) An outline of opportunities that are being used or considered related to strategy, design, and cost containment

(h) Reimbursement of Contractors for Contributions to DB Pension Plans

- (i) Contractors that sponsor single employer or multiple employer DB pension plans will be reimbursed for the annual required minimum contributions under the Employee Retirement Income Security Act (ERISA), as amended by the Pension Protection Act (PPA) of 2006. Reimbursement above the annual minimum required contribution will require prior approval of the Contracting Officer. Reimbursement amounts will take into consideration all pre-funding balances and funding standard carryover balances.
- (ii) Contractors that sponsor multi-employer DB 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 Contracting Officer and will be considered on a case by case basis. Reimbursement amounts will take into consideration all pre-funding balances and funding standard carryover balances.

(i) 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:

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

(j) Changes to Pension Plans

At least sixty (60) days prior to the adoption of any changes to a pension plan, the Contractor shall submit the information required below, as applicable, to the Contracting Officer for approval or disapproval and a determination as to whether the costs are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.

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

(k) Terminating Operations

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

- (i) No further benefits for service shall accrue.
- (ii) The Contractor shall provide a determination statement in its settlement proposal, defining and identifying all liabilities and assets attributable to the DOE contract.
- (iii) 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.
- (iv) Assets shall be determined using the “accrual-basis market value” on the date of termination of operations.
- (v) DOE and the Contractor(s) shall establish an effective date for spinoff or plan termination. On the same day as the contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

(l) Terminating Plans

- (i) 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.
- (ii) 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.
- (iii) 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.

- (iv) 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.
- (v) 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.
- (vi) 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.
- (vii) After all liabilities of the plan are satisfied, the contractor shall return to DOE an amount equaling the asset reversion from the plan termination and any earnings which accrue on that amount because of a delay in the payment to DOE. Such amount and such earnings shall be subject to DOE audit. To effect the purposes of this paragraph, DOE and the contractor may stipulate to a schedule of payments.

(m) Special Programs

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

H.5 POST CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT PLANS

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

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

H.6 WORKER’S COMPENSATION INSURANCE

- (a) The State of Idaho has authorized a program of workers compensation self-insurance for INL contractors pursuant to Idaho Code 72-301A. Contractors, other than those whose workers’ compensation coverage is provided through a corporate benefits program, shall pursue a program of self-insurance under Idaho law unless they can demonstrate that commercial insurance is more economical than self-insurance and shall submit to the Contracting Officer for approval all initial proposals for self-insurance and all new

compensation policies. Contractors shall provide copies to the Contracting Officer of all renewal policies for workers compensation.

- (b) Workers' compensation loss income benefit payments, when supplemented by other programs (such as salary continuation, short-term disability) are to be administered so that total benefit payments from all sources shall not exceed 100 percent of the employee's net pay.
- (c) Contractors approve all workers' compensation settlement claims up to the threshold established by the Contracting Officer for DOE approval and submit all settlement claims above the threshold to DOE for approval.
- (d) The Contractor shall obtain approval from the CO before making any significant change to its workers' compensation coverage and shall furnish reports as may be required from time to time by the CO.

H.7 LABOR RELATIONS

- (a) The Contractor shall respect the right of employees to organize and to form, join, or assist labor organizations, to bargain collectively through their chosen labor representatives, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of these activities. Consistent with applicable labor laws and regulations, if the Contractor will legally succeed to a predecessor's bargaining obligation, the Contractor shall recognize and bargain with labor organizations representing its employees. Specifically, for work currently performed by members of the United Steelworkers Local 652 (USW), the Operating Engineers Local 370 (OEs) and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers Local 983 (Teamsters) on the effective date of this Contract, the Contractor agrees to initially consult with these unions regarding the initial terms and conditions of employment and to recognize these unions as the collective bargaining representative(s) for employees performing work that has historically and traditionally been performed by members of these unions and is covered in the scope of this contract, and to bargain in good faith to a collective bargaining agreement that gives due consideration to applicable terms and conditions of the existing collective bargaining agreement(s) for work at the Idaho Cleanup Project.
- (b) The Contractor shall meet with the Contracting Officer or designee(s) for the purpose of reviewing the Contractor's bargaining objectives prior to negotiations of any collective bargaining agreement or revision thereto and shall consult with and obtain the approval of the Contracting Officer regarding appropriate economic bargaining parameters, including those for pension and medical benefit costs, prior to the Contractor entering into the collective bargaining process. During the collective bargaining process, the Contractor shall notify the Contracting Officer before submitting or agreeing to any collective bargaining proposal which can be calculated to affect allowable costs under this Contract or which could involve other items of special interest to the Government. During the collective bargaining process, the Contractor shall obtain the approval of the

Contracting Officer before proposing or agreeing to changes in any pension or other benefit plans.

- (c) The Contractor will seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR, Subpart 22.1 and DEAR, Subpart 970.2201 and all applicable Federal and State Labor Relations laws.
- (d) The Contractor will notify the Contracting Officer or designee in a timely fashion of all labor relations issues and matters of local interest including organizing initiatives, work stoppages, picketing, etc., and will report as required by the Contracting Officer or designee all unfair labor practices, labor arbitrations, and third step grievances, and settlement agreements and will furnish any such additional information as may be required from time to time by the Contracting Officer.
- (e) Provide the Contracting Officer with a “Report of Settlement” after ratification of a collective bargaining agreement by accessing the Labor Relations Module in iBenefits, or its successor system, during the next open quarter.
- (f) INL Site Construction Jurisdiction Procedural Agreement (SJPA) and the INL Site Stabilization Agreement (SSA).

The Contractor and its subcontractors at all tiers performing work covered by the Wage Rate Requirements (Construction) (formerly known as the Davis-Bacon Act) shall become signatory to the INL SJPA and INL SSA. The ICP Core Contractor employees and subcontractor employees performing such work shall receive pay and benefits consistent with the SSA unless otherwise negotiated between the Contractor and the Idaho Building and Construction Trades Council. Copies of the SSA and SJA are available

at <https://www.emcbc.doe.gov/SEB/ICPCORE/Document%20Library.php><http://www.sitelaborcoordinator.com/>. The SJPA and the SSA apply to construction performed under the contract consistent with the terms of the SJPA and the SSA.

H.8 WORKFORCE RESTRUCTURING

Notwithstanding any other provision in this Contract, when the Contractor determines that a reduction of force is necessary, the Contractor shall comply with all Contracting Officer direction, which shall be consistent with DOE Order 350.3, *Labor Standards Compliance, Contractor Labor Relations, and Contractor Workforce Restructuring Programs, Chapter III, “Reductions in Contractor Employment*, and other Departmental guidance on contractor workforce restructuring, as amended from time to time. The Contractor shall provide information as directed by the Contracting Officer related to workforce restructuring activities and to enable compliance with Section 3161 of the *National Defense Authorization Act for Fiscal Year 1993* and any other DOE guidance pertaining to employees who may be eligible for provisions of the Act. The Contractor shall supply workforce restructuring related information and reports as needed by DOE. The Contractor shall extend

displaced employee hiring preference in accordance with the Section I Clause entitled, *DEAR 952.226-74, Displaced Employee Hiring Preference* and Clause H.3, *Workforce Transition and Employee Hiring Preferences*.

H.9 WORKFORCE TRANSITION AND BENEFITS TRANSITION: PLANS AND TIMEFRAMES

(a) Workforce Transition Plan. In addition to the Transition Plan required by Section C.2.0 of this Contract, the Contractor shall submit a written Workforce Transition Plan (WF Transition Plan) describing in detail the Contractor's plans and procedures as to how the Contractor will comply with the hiring preferences set forth in Clause H.3, *Workforce Transition and Employee Hiring Preferences*, Section ~~I-116~~ clause "DEAR 952.226-74 Displaced Employee Hiring Preference, and this Paragraph (a). The WF Transition Plan shall also detail the Contractor's plan for incorporating multiple operating unions with separate bargaining agreements and cultures under a single company structure. Notwithstanding timeframes identified elsewhere in the Contract, the Contractor shall perform the following activities in the specified timeframes:

(1) Within ten days after NTP, the Contractor shall:

- (i) Submit to the Contracting Officer a description of any and all transition agreements that it intends to enter into with the incumbent contractors (ITG and CWI) to ensure compliance with Clause H.3, *Workforce Transition and Employee Hiring Preferences* during the first 90 days after NTP;
- (ii) Establish and submit to the Contracting Officer a draft written communication plan that details the communication that the Contractor and its subcontractors will engage in with the incumbent contractors and their employees, regarding implementation of the hiring preference requirements set forth in Clause H. 3, *Workforce Transition and Employee Hiring Preferences*;
- (iii) Provide estimated costs, detailed breakouts of the costs and a schedule of estimated dates when the costs will be expended to accomplish workforce transition activities within the timeframes specified; and
- (iv) Obtain information from the incumbent contractors, identifying the Incumbent Employees as defined in Clause H.2, Definitions. Provide and define a process as part of transition agreements required in paragraph (1)(i) above for obtaining updated and continuous information through the Transition Period regarding the incumbent employees.

(2) Within 15 days after NTP, the Contractor shall:

- (i) Submit to the Contracting Officer 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 Clause H.3, *Workforce Transition and Employee Hiring Preferences*.

- (ii) Establish a final written communication plan with the incumbent contractors regarding the implementation of the hiring preferences in Clause H.3, *Workforce Transition and Employee Hiring Preferences* and provide a copy to the Contracting Officer. The Communication Plan shall also include a communication process among the Contractor, the incumbent contractors, DOE, site tenants and representatives of the incumbent unions. ~~Communication with union representatives shall be limited to sharing relevant workforce transition information.~~
- (3) Within 30 days after NTP, the Contractor shall provide to the Contracting Officer:
- (i) An update to the Staffing Plan required during their proposal submission pursuant to Section L, which shall detail the Contractor's plan for coordinating with ITG and CWI the conduct of any necessary workforce restructuring.
 - (ii) Copies of the final Workforce Transition Plan described in paragraph (a) above.
- (4) Within 60 days after NTP, the Contractor shall provide to the Contracting Officer copies of the final transition agreements described in paragraph (a)(1)(i) above.
- (5) The Contractor shall submit reports to the Contracting Officer regarding the Contractor's and its subcontractors' implementation of the hiring preferences required by Clause H.3, *Workforce Transition and Employee Hiring Preferences*, in accordance with the timeframes set forth below. These reports shall include at a minimum the following information: employee hire dates or anticipated hire dates, employee salary levels, and the names of the former employers of the employees hired by the Contractor and/or hired by the Contractor's first and second tier subcontractors.
- (i) During the 90 day Contract Transition Period such reports shall be provided to the Contracting Officer on a weekly basis; or
 - (ii) More frequently if requested by the Contracting Officer.
- (6) The Contractor shall implement the transition activities contained in the approved transition plan and such other transition activities as may be authorized or directed by DOE through the Contracting Officer. The Contractor's failure to comply with the Workforce Transition Clauses, including implementation of the approved workforce transition plan, shall result in the costs being determined to be unallowable.
- (b) Benefits Transition Plan. The Contractor shall submit a written draft Benefits Transition Plan within 20 days after NTP, describing in detail the Contractor's plans and procedures

as to how the Contractor will comply with Clause H. 4, *Employee Compensation: Pay and Benefits*, and this Paragraph (b). The Contractor shall provide a final written Benefits Transition Plan to the Contracting Officer within 30 days after NTP. All transitions of the existing pension(s) plans and other existing benefit plans, as well as establishment of any new plans, shall be completed within 90 days after NTP.

(1) The Contractor shall perform the following activities within the specified timeframes:

(i) Within ten days after NTP, the Contractor shall:

(A) Provide the Contracting Officer with a list of Contractor personnel who will be responsible for transitioning of the ICP Core segment of the existing pension plan and other existing benefit plans and/or development of new benefit plans, including specifically the personnel responsible for ensuring that the Contractor becomes a sponsor/participating employer of the INL Employee Retirement Plan and contact information for the above personnel;

(B) Request the incumbent contractors, ITG and CWI, to provide information and documents necessary for the Contractor to adhere to the requirements set forth in this Contract pertaining to sponsorship of the ICP Core segment of the INL Employee Retirement Plan and other existing benefits plans or establishment of any new benefits plans, including but not limited to the transition of the existing pension and other benefit plans or establishment of any new benefits plans on or before the end of the 90-day Transition Period; and

(C) 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.

(ii) Within 15 days after NTP, the Contractor shall provide to the Contracting Officer a list of the information and documents that the Contractor has requested from the incumbent contractors pertaining to the transition of the ICP Core segment of the INL Employee Retirement Plan, and other existing benefit plans. The Contractor shall notify the Contracting Officer on a timely basis of any issues or problems that it encounters in obtaining information or documents requested from the incumbent contractors. Regardless of such notification, the Contractor remains responsible under this Contract for ensuring compliance with the terms of this Contract, including the timeframes set forth in this clause and the requirements in Clause H. 3, *Workforce Transition and Employee*

Hiring Preferences, and Clause H. 4, Employee Compensation: Pay and Benefits.

(iii) Within 20 days after NTP, the Contractor shall:

(A) Submit a detailed description of its plans (or plan segments) and processes, including timeframes and specific projected dates for accomplishment of each activity necessary to ensure compliance with the requirements set forth in Clause H. 4, *Employee Compensation: Pay and Benefits*, including requirements pertaining to the transition of employee benefit plans (or plan segments); and

(B) Meet via televideo, teleconference, and/or in person with relevant personnel who administer the benefit plans for the INL Employee Retirement Plan. The meeting shall include the Contractor's benefit plan administrators and personnel, head of human resources, ERISA counsel, actuaries, and any and all other personnel deemed necessary by the Contractor. During such meeting, the Contractor shall discuss all matters necessary to ensure the Contractor adheres to its sponsorship obligations under Clauses H. 4, *Employee Compensation: Pay and Benefits*, including execution of transition agreements with the incumbent contractors, ITG and CWI, 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 Contracting Officer within two days after the meeting.

(iv) Within 30 days after NTP, and as part of the written Benefits Transition Plan, the Contractor shall provide a written description of how the existing pension and other benefit plans provided to employees pursuant to Clause H. 4, *Employee Compensation: Pay and Benefits*, will be amended or restated on or before the last day of the 90 day Transition Period. If the creation of a new benefit plan(s) is necessary in order for the Contractor to adhere to the benefits sponsorship requirements set forth in this Contract, the Contractor shall provide a description of the necessary transactions, including but not limited to how the Contractor proposes to comply with the Contract and applicable law governing such transactions.

(v) Within 45 days after NTP, the Contractor shall:

- (A) Submit to the Contracting Officer a draft Contractor Employee Compensation Plan demonstrating how the Contractor will comply with the requirements of this Contract regarding employee compensation. The draft 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.
 - (B) Submit to the Contracting Officer drafts of all amendments to or restatements of the pension and other benefit plans presently sponsored by the incumbent contractors, including but not limited to amendments effectuating the change in sponsorship/participating employer in the ICP Core segment of the INL Employee Retirement Plan. If applicable, the Contractor shall also submit all draft restated benefit plans and draft Summary Plan Descriptions (SPDs) for pension and other benefit plans sponsored by the incumbent contractors. Any and all such amendments shall comply with applicable law governing such transactions and changes in sponsorship of the plans.
 - (C) Submit to the Contracting Officer drafts of any new benefit plan(s) as well as draft SPDs that the Contractor proposes to sponsor.
 - (D) Provide draft copies of the transition agreements which the Contractor will enter into with the incumbent contractors, to ensure the Contractor's compliance with the pay and benefits requirements set forth in Clause H. 4, *Employee Compensation: Pay and Benefits*. Copies of these executed transition agreements shall be provided to the Contracting Officer within 45 days.
 - (E) No later than 60 days after NTP and prior to the adoption of the documents identified in Paragraphs (b)(1)(v)(B) and (C) above, the Contractor shall submit to the Contracting Officer the proposed final versions of these documents for approval.
 - (F) The Contractor shall respond to any comments provided by the Contracting Officer under any of the above paragraphs within two days of receipt of the comments.
- (2) After the Transition Period and throughout the remaining period of performance of the Contract, the Contractor shall provide the following information promptly to the

Contracting Officer upon the request of the Contracting Officer:

- (i) Documents relating to benefit plans offered to Contractor Employees, including but not limited to SPDs, all Plan documents, applicable amendments, employee handbooks that summarize benefits provided to employees and other documents that describe benefits provided to employees of the Contractor who perform work on this Contract, and
- (ii) Any and all other documents pertaining to implementation of and compliance with implementation of the compensation and benefit programs identified in Clause H. 4, *Employee Compensation: Pay and Benefits*.

H.10 DEPARTMENT OF LABOR WAGE DETERMINATIONS

In the performance of this Contract the Contractor and/or subcontractors shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) located in Section J if the contract or subcontracts are covered by the Service Contract Labor Standards (formerly known as the Service Contract Act) consistent with Section 4(c), if applicable, of the Service Contract Labor Standards, and the Wage Rate Requirements (Construction) (formerly known as the Davis-Bacon Act) Wage Determination located in Section J if the contract or subcontracts are covered by the Wage Rate Requirements (Construction). Each contractor and subcontractor employee performing work covered by the Wage Rate Requirements (Construction) must be paid at least the pay and benefits set forth in the SSA (or other negotiated agreement between the Contractor and the Idaho Building and Construction Trades Council) required in Section H.7(f) or under the applicable Wage Rate Requirements (Construction) wage determination, whichever is higher.

Revised wage determinations shall be required from the Department of Labor and incorporated into this contract at least once every two (2) years, but not more often than yearly. The contractor and/or subcontractors shall comply with the revised wage determinations for Service Contract Labor Standards covered employees.

H.11 LABOR STANDARDS

DOE will determine the appropriate labor standards that apply to work activities in accordance with the Wage Rate Requirements (Construction) (formerly known as the Davis-Bacon Act), the Service Contract Labor Standards (formerly known as the Service Contract Act), or other applicable labor law. When requested by DOE, the Contractor shall timely provide information necessary for the Government to make the determination. Once a determination is made, the Contractor shall comply with the determination and incorporate appropriate labor standards requirements into subcontracts.

H.12 INSURANCE - WORK ON A GOVERNMENT INSTALLATION

Contractors shall pursue a program of self-insurance unless they can demonstrate to the CO that commercial insurance is more economical. If the CO approves the contractor's request to acquire commercial insurance, the Contractor shall carry the following kinds and minimum amounts of insurance during the performance of this Contract:

(a) **Worker's compensation and employer's liability insurance:**

- (1) The amount required by the state in which work is performed under applicable workers' compensation and occupational disease statutes.
- (2) Employer's liability insurance in the amount of \$500,000.

(b) **General liability insurance.** Bodily injury liability coverage written on the comprehensive form of policy of at least \$1,000,000 per occurrence.

(c) **Automobile Liability Insurance.** Coverage shall be provided on a comprehensive basis. It shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performance of this contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$500,000 per person and \$1,000,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

The amount of liability coverage on other policies shall be commensurate with any legal requirements of the state and locality, plus sufficient to meet normal and customary claims.

Proof of all required insurance shall be provided to the Contracting Officer prior to the commencement of work

H.13 INTEGRATED WORK CONTROL SYSTEMS AND REPORTING REQUIREMENTS (JULY 2012)

(a) **Project Control System**

The Contractor shall establish, maintain and use a work control system that accurately records and reports the contract performance against the requirements of the contract and accurately reflects the total estimated cost of the Contract exclusive of fee as stated in Section B of the Contract for the work scope and period of performance being authorized. The work control system shall be consistent with Department of Energy (DOE) and EM policies and guidance for capital asset projects and operations activities contained in Section J Attachment, J-5 "Integrated Contractor Work Control Systems and Reporting Requirements," paragraphs A.1 and A.2. The Contractor shall submit a Project Controls System Description (PCSD) during the Contract Transition Period that documents the existence of the project controls system specified by this Contract.

The requirements of this clause are in addition to the applicable requirements of DOE Order 413.3B, *Program and Project Management for the Acquisition of Capital Assets*. The Contract

Performance Baseline (CPB) should include and reflect the DOE 413.3B requirements, as applicable to the specific work and to the Contractor.

(b) Baseline Development and Performance Reporting

The Contractor's planning and performance reporting processes should 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. The Contract Performance Baseline (CPB) represents the cost, schedule, and scope as it relates to the total estimated cost of the Contract exclusive of fee and any contract overrun as stated in Section B of the Contract for the work scope and performance period being authorized. The CPB includes all work identified in this Contract (including work defined as Capital Asset under DOE O 413.3B and that work defined as Operations Activities under DOE EM policies and guidance as set forth in Attachment J-5, "Integrated Contractor Work Control Systems and Reporting Requirements," and this Contract).

The CPB cost and schedule allocations must be documented at a WBS level where work activities, their costs and schedule, are planned and 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. In addition, the Contractor's system must be able to report metrics under the monthly reports that summarizes total costs at each of the section B schedule milestones (SM-1 thru SM-7) and annual milestones (AM-1 thru AM-4) to reflect cost and schedule performance.

The CPB will be reviewed by DOE and must be approved by the Contracting Officer (CO). Once the CPB is approved, the Contractor shall follow the approved change control process.

(1) Initial and Interim Contract Performance Baseline Submittal

- (i) Within the Contract Transition Period as defined in this Contract, the Contractor shall develop and submit for CO approval:
 - (A) An Initial CPB¹ for the Contract performance period that reflects the Contractor's cost proposal with any revisions resulting from negotiations leading to Contract award.
 - (B) An Interim CPB² that provides work planning, measurement and management details as listed below to cover approximately the first 12

¹ Initial CPB is simply the baseline plan at Contract award. It should be the scope, cost and schedule as submitted with the contractor's proposal with any revisions resulting from negotiations leading to Contract award.

months of performance starting from the Notice to Proceed as applicable. The Contracting Officer will notify the Contractor of the exact timeframe to be used for the Interim CPB. The Interim CPB shall include:

- (i) Product-Oriented Work Breakdown Structure (WBS) and WBS dictionary and sum to the table 1 WBS as applicable for the ICP Core Contract;
- (ii) Integrated Resource Loaded Schedule at work-package level to track monthly performance for the interim period;
- (iii) Work Management Plan that includes Project Control System description, Change Control process description, Contractor's project team with roles and responsibilities; and
- (iv) Annual work plans covering the interim CPB planning period for operations activities.

² The Interim CPB must match the scope and cost for this period in the Contract. When the Contract includes multiple projects and operations activities the Interim CPB allows tracking of the scope, cost and schedule for each CPB segment until the full CPB with its unique segments are in place.

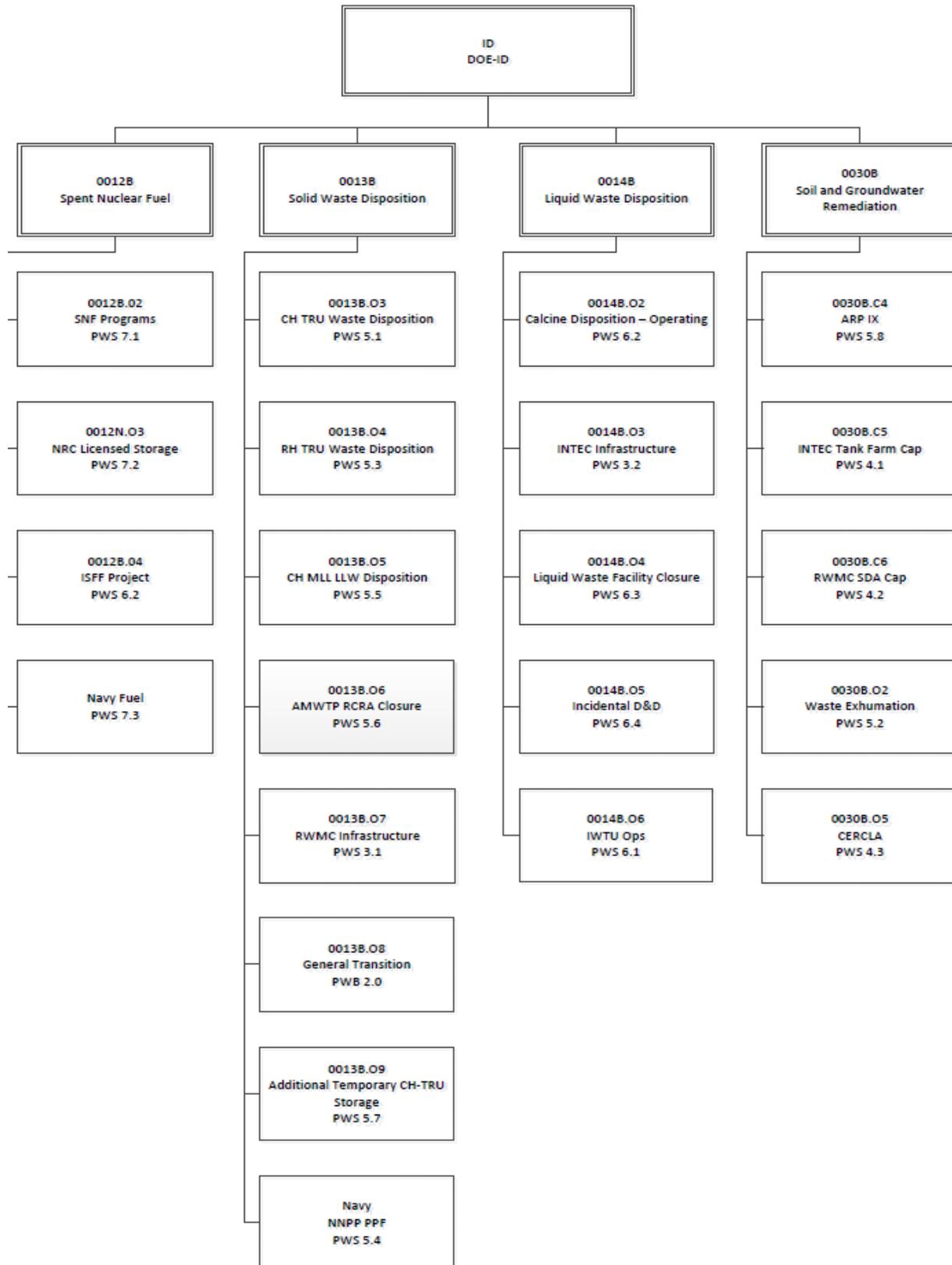


Table 1

- (ii) If Contract modifications are negotiated within the Contract Transition Period, the Contractor shall incorporate these approved modifications into the Interim CPB. Subsequent modifications negotiated after the Contract Implementation Period will be incorporated in the Interim CPB through contract modification and baseline change approvals.
- (iii) The Contractor shall immediately begin performance reporting against the Interim CPB as submitted to the Contracting Officer and before receiving approval of the Interim CPB. The Contractor is required to have a certified Earned Value Management System (EVMS) compliant with ANSI-EIA 748 (current version), and the Interim CPB shall have the necessary data elements to support EVMS certification requirements.

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

(2) Full Contract Performance Baseline (CPB) Submittal

During the first six months after the Contract Transition Period, in addition to performing and reporting progress against the Interim CPB, the Contractor shall develop and submit for DOE approval by the DOE contracting officer detailed plans (See section J, Attachment J-5, "Integrated Contractor Work Control Systems and Reporting Requirements," paragraph D.4.g – Typical Baseline Documents) for the entire contract scope and period of performance. These plans will include the development of the full CPB which may entail development of multiple CPB segments.

- (i) During the first six months after the Contract Transition Period, the Contractor shall submit for approval by the CO, the full CPB³ for the full scope of the Contract that is made up of CPB segments for each capital asset project and for each operations activity, and the required data to support EVMS reviews. CPB segments shall be developed in accordance with applicable policy and guidance documents noted in Section J, Attachment J-5, "Integrated Contractor Work Control Systems and Reporting Requirements," paragraphs A.1, A.2 and B.1 and follow the format and roll-up to the Table 1 WBS.
- (ii) The Contractor shall provide monthly status reports regarding the CPB document preparation progress to the CO.

³ The full Contract Performance Baseline (CPB) represents the cost, schedule, and the entire scope and entire period of performance as it relates to the total estimated cost of the Contract exclusive of fee as stated in Section B of the Contract. Contract Budget Base (CBB) is the cost element of the CPB and equals the estimated cost of contract minus Fee (CBB=estimated cost of contract- fee/profit and cost overruns).

(iii) The full CPB submittal shall include both a hard copy and electronic files.

(c) CPB and Contract Alignment

It is critically important to DOE that the CPB remain aligned with the Contract, including any modifications, throughout the Contract period of performance. The Government shall withhold all provisional fee payments until the Contractor has obtained CO's approval of the interim CPB when the interim CPB is expected or the full CPB when the full CPB is expected. Similarly, if at any time during contract performance the CPB is not aligned with the Contract all provisional fee payments will be withheld until alignment is re-established. However, the CO has the discretion to provide relief for withholding of fee dollars throughout contract execution due to impacts outside of the Contractor's control.

(d) Contract Baseline Management

- (1) The approved CPB is the source document for reporting scope, cost and schedule performance. The CPB and changes to the CPB (initial, interim and full CPB) at all levels shall be managed using formal documented procedures as approved by the CO. The CPB does not replace or modify the Contract terms and conditions and does not create DOE obligations.
- (2) The CPB must remain aligned with the Contract. For the cost element, alignment means that the sum total cost of all CPB segments must equal total estimated cost of the Contract exclusive of fee and any contract overrun as stated in Section B of the Contract; for the schedule element, alignment means that the end date of full CPB schedule is the same as the contract end date; and for the scope element alignment means that the WBS dictionary supporting the full CPB includes all scope in the contract statement of work.
- (3) If a change to the Contract scope is required and is in accordance with the Changes clause, the Contractor shall submit the CPB change proposal concurrently with a request for Contract change proposal to the CO within 30 days of the issuance of a written change order by the CO. If the CO issues a unilateral or bilateral Contract modification, the Contractor shall submit a revised CPB in accordance with direction accompanying the Contract modification.
- (4) The project control system must maintain capability to provide Total Estimated Cost, Total Project Cost, Estimate-to-Complete, and Estimate-at-Completion, along with tracking of the Target Cost and Target Schedule. Earned value reporting shall be fully burdened including Budgeted Cost of Work Scheduled and Performed.
- (5) The project schedule shall clearly depict critical path activities and milestones. Activities shall be resource loaded at the lowest practical level of the WBS, but at a minimum at least one level below the DOE Activity level in Table 1.
- (6) The Contractor shall analyze DOE proposed or directed funding changes for their impact on technical, schedule, and cost elements of the baseline, along with potential impacts to the Target Cost and Target Schedule and provide impacts if necessary.
- (7) The Contractor shall prepare Fiscal Year Work Plans (FYWP that include narrative descriptions of the upcoming fiscal year, monthly spend plans and monthly metrics

expected to be achieved. These FYWP will be provided at the WBS activity level shown in Table 1 and be provided for DOE approval for the upcoming fiscal year by August 31.

- (8) The contractor shall evaluate the Estimate-at-Completion (EAC) of the project on a quarterly basis to ensure that it is consistent with observed trends in performance, emerging or resolved issues, and changes in the assessment of project risk's. The results of the evaluation shall be transmitted to the CO. Current EAC's will be reported on the monthly reports at the DOE WBS Activity Level.

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

(e) Reviews

- (1) After completion of the Contract Transition Period and receipt of the Contractor's Initial and Interim CPB, DOE will complete its review to determine whether they meet the terms and conditions of the Contract. In cases where they don'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) 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 to schedule an EVMS certification review immediately after Notice to Proceed is issued and when three months of earned value data is available (and no later than three months after the Contract Transition Period), the Contractor shall submit all documentation necessary to obtain EVMS certification in conformance with ANSI/EIA-748 standards. The Contractor shall provide the CO, or designated representative(s), access to any and all information and documents supporting the Contractor's project control and reporting system.
- (3) After receipt by the CO of the Contractor's full CPB, DOE will review to determine whether the full CPB and required supporting documentation meet the terms and conditions of the Contract. The Contractor shall submit a corrective action plan to the Contracting Officer for approval within 15 days of receipt of DOE's comments. All corrective actions shall be completed in the time-frames established in the approved corrective action plan.

(f) Performance Reporting

- (1) The Contractor shall submit the Contractor's Monthly Cost Performance Report to the CO with copy to the Office of Project Assessment at ContractorsMPR@hq.doe.gov not later than the eighth business day prior to the end of each calendar month. The report will provide the prior month's performance for each CPB segment and an update of the performance to date. Format, timing and manner of reporting will vary based on the type of work in the CPB segment.

For the monthly reporting requirements for the various types of projects, contracts or operating activities, see the table in Section J, Attachment J-5, “Integrated Contractor Work Control Systems and Reporting Requirements” paragraph C, Performance Reporting. In addition, the report shall summarize total costs at each of the section B schedule milestones (SM-1 thru SM-7) and annual milestones (AM-1 thru AM-4) to reflect scheduled fee incentives levels to show cost and schedule performance.

- (2) The contractor shall provide the CO, or designated authorized representatives, full access to any and all information and documents comprising the contractor’s project control and reporting system, including read-only access to associated electronic information systems.
- (3) The Contractor shall report the costs incurred in performance of the capital asset work or operations activity when these CPB segments are completed or at the end of the Contract in compliance with the Environmental Cost Element Structure (ECES), ASTM International Designation E: 2150-02 and in a format ready for incorporation into EM’s Environmental Cost Analysis System (ECAS) database. The report should be provided to the Federal Project Director and the CO, with a copy provided to the EM Consolidated Business Center, Office of Cost Estimating & Project Management Support.

H.14 DOE-H-2024 EARNED VALUE MANAGEMENT SYSTEM (~~FEB-OCT~~ 2014)

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

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 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 American National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems (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 Energy's (DOE) modified version of Department of Defense's Data Item Description (DID) Integrated Program Management Report (IPMR), DI-MGMT-81861, (DOE version, current version at time of award) which contains data for measuring cost and schedule performance for this DOE contract. The Contractor shall submit the data electronically by uploading the data into the Project Assessment and Reporting System (PARS II) in accordance with the "Contractor Project Performance Upload Requirements" document maintained by the DOE Office of Acquisition and Project Management (OAPM). 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) Notice to Proceed;

(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 Contracting Officer 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 Contracting Officer. 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 rebaselining. The Government will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).

(i) *Significant deficiencies.*

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

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's 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 Contracting Officer, with input from the applicable DOE OAPM or the DOE Program Office functional specialist, will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning—

(i) Remaining significant deficiencies;

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

(iii) System noncompliance, when the Contractor's existing EVMS fails to comply with the earned value management system guidelines in the ANSI/EIA-748.

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

(j) *Withholding payments.* If the Contracting Officer makes a final determination that one or more significant deficiencies exists and the contract includes the Section H clause Contractor Business Systems, the Contracting Officer 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.

[Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS 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 Contracting Officer 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 Contracting Officer or designee, will provide a copy of the previous contractor's final determination.

H.15 DOE-H-2022 CONTRACTOR BUSINESS SYSTEMS (OCT 2014)

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

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

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

Contractor business systems means—

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

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

(c) *General*. The Contractor shall establish and maintain acceptable business systems in accordance with the terms and conditions of this contract. If the Contractor plans to adopt any existing business system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system requirements and criteria required in that specific business system clause.

(d) *Significant deficiencies*.

(1) The Contractor shall respond, in writing, within 30 days to an initial determination that there are one or more significant deficiencies in one or more of the Contractor's business systems.

(2) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the final determination as to whether the Contractor's business system contains significant deficiencies. If the Contracting Officer determines that the Contractor's business system contains significant deficiencies, the final determination will include a notice to withhold payments.

(e) *Withholding payments*.

(1) If the Contracting Officer issues the final determination with a notice to withhold payments for significant deficiencies in a contractor business system required under this contract, the Contracting Officer will direct the Contractor, in writing, to withhold five percent from its invoices until the Contracting Officer has determined that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination. The Contractor shall, within 45 days of receipt of the notice, either –

(i) Correct the deficiencies; or

(ii) Submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies. The plan shall contain—

(A) Root cause(s) identification of the problem(s);

(B) The proposed corrective action(s) to address the root cause(s);

(C) A schedule for implementation; and

(D) The name of the person responsible for the implementation.

(2) If the Contractor submits an acceptable corrective action plan within 45 days of receipt of a notice of the Contracting Officer's intent to withhold payments, and the Contracting Officer, in consultation with the auditor or functional specialist, determines that the Contractor is effectively implementing such plan, the Contracting Officer will direct the Contractor, in writing, to reduce the percentage withheld on invoices to two percent until the Contracting Officer determines the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination. However, if at any time, the Contracting Officer determines that the Contractor has failed to follow the accepted corrective action plan, the Contracting Officer will increase withholding and direct the Contractor, in writing, to increase the percentage withheld on invoices to the percentage initially withheld, until the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination.

(3) *Payment withhold percentage limits.*

(i) The total percentage of payments withheld on amounts due on this contract shall not exceed—

(A) Five percent for one or more significant deficiencies in any single contractor business system; and

(B) Ten percent for significant deficiencies in multiple contractor business systems.

(ii) If this contract contains pre-existing withholds, and the application of any subsequent payment withholds will cause withholding under this clause to exceed the payment withhold percentage limits in paragraph (e)(3)(i) of this clause, the Contracting Officer will reduce the payment withhold percentage in the final determination to an amount that will not exceed the payment withhold percentage limits.

(4) For the purpose of this clause, payment means invoicing for any of the following payments authorized under this contract:

(i) Interim payments under—

(A) Cost-reimbursement contracts;

(B) Incentive type contracts;

(C) Time-and-materials contracts; or

(D) Labor-hour contracts.

(ii) Progress payments to include fixed-price contracts.

(iii) Performance-based payments to include fixed-price contracts.

(5) Payment withholding shall not apply to payments on fixed-price line items where performance is complete and the items were accepted by the Government.

(6) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights or remedies the Government has under this contract.

(7) Notwithstanding the provisions of any clause in this contract providing for interim, partial, or other payment withholding on any basis, the Contracting Officer may withhold payment in accordance with the provisions of this clause.

(8) The payment withholding authorized in this clause is not subject to the interest-penalty provisions of the Prompt Payment Act.

(f) *Correction of deficiencies.*

(1) The Contractor shall notify the Contracting Officer, in writing, when the Contractor has corrected the business system's deficiencies.

(2) Once the Contractor has notified the Contracting Officer that all deficiencies have been corrected, the Contracting Officer will take one of the following actions:

(i) If the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination, the Contracting Officer will direct the Contractor, in writing, to discontinue the payment withholding from invoices under this contract associated with the Contracting Officer's final determination, and authorize the Contractor to bill for any monies previously withheld that are not also being withheld due to other significant deficiencies. Any payment withholding under this contract due to other significant deficiencies, will remain in effect until the Contracting Officer determines that those significant deficiencies are corrected.

(ii) If the Contracting Officer determines that the Contractor still has significant deficiencies, the Contractor shall continue withholding amounts from its invoices in accordance with paragraph (e) of this clause, and not invoice for any monies previously withheld.

(iii) If the Contracting Officer determines, based on the evidence submitted by the Contractor, that there is a reasonable expectation that the corrective actions have been implemented and are expected to correct the significant deficiencies, the Contracting Officer will discontinue withholding payments, and release any payments previously withheld directly related to the significant deficiencies identified in the Contractor notification, and direct the Contractor, in writing, to discontinue the payment withholding from invoices associated with the

Contracting Officer's final determination, and authorize the Contractor to bill for any monies previously withheld.

(iv) If, within 90 days of receipt of the Contractor notification that the Contractor has corrected the significant deficiencies, the Contracting Officer has not made a determination in accordance with paragraphs (f)(2)(i), (ii), or (iii) of this clause, the Contracting Officer will direct the Contractor, in writing, to reduce the payment withholding from invoices directly related to the significant deficiencies identified in the Contractor notification by a specified percentage that is at least 50 percent, but not authorize the Contractor to bill for any monies previously withheld until the Contracting Officer makes a determination in accordance with paragraphs (f)(2)(i), (ii), or (iii) of this clause.

(v) At any time after the Contracting Officer directs the Contractor to reduce or discontinue the payment withholding from invoices under this contract, if the Contracting Officer determines that the Contractor has failed to correct the significant deficiencies identified in the Contractor's notification, the Contracting Officer will reinstate or increase withholding and direct the Contractor, in writing, to reinstate or increase the percentage withheld on invoices to the percentage initially withheld, until the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination.

H.16 DOE-H-2023 COST ESTIMATING SYSTEM REQUIREMENTS (OCT 2014)

(a) *Definitions.*

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

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

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

- (1) Organizational structure;

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

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

(b) *General.* The Contractor shall establish, maintain, and comply with an acceptable estimating system.

(c) *Applicability.* Paragraphs (d) and (e) of this clause apply if the Contractor is a large business to include a contractor teaming arrangement, as defined at 48 CFR 9.601(1), performing a contract in support of a Capital Asset Project (other than a management and operating contract as described at 917.6), as prescribed in DOE Order (DOE O) 413.3B, or current version; or a non-capital asset project and either—

- (1) The total prime contract value exceeds \$50 million, including options; or
- (2) The Contractor was notified, in writing, by the Contracting Officer that paragraphs (d) and (e) of this clause apply.

(d) *System requirements.*

(1) The Contractor shall disclose its estimating system to the Contracting Officer, in writing. If the Contractor wishes the Government to protect the information as privileged or confidential, the Contractor must mark the documents with the appropriate legends before submission. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system requirements required in this clause.

(2) An estimating system disclosure is acceptable when the Contractor has provided the Contracting Officer with documentation no later than 60 days after Notice to Proceed that—

(i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in preparing cost proposals; and

(ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the acceptability of the Contractor's estimating practices.

(3) The Contractor shall—

(i) Comply with its disclosed estimating system; and

(ii) Disclose significant changes to the cost estimating system to the Contracting Officer on a timely basis.

(4) The Contractor's estimating system shall provide for the use of appropriate source data, utilize sound estimating techniques and good judgment, maintain a consistent approach, and adhere to established policies and procedures. An acceptable estimating system shall accomplish the following functions:

(i) Establish clear responsibility for preparation, review, and approval of cost estimates and budgets.

(ii) Provide a written description of the organization and duties of the personnel responsible for preparing, reviewing, and approving cost estimates and budgets.

(iii) Ensure that relevant personnel have sufficient training, experience, and guidance to perform estimating and budgeting tasks in accordance with the Contractor's established procedures.

(iv) Identify and document the sources of data and the estimating methods and rationale used in developing cost estimates and budgets.

(v) Provide for adequate supervision throughout the estimating and budgeting process.

(vi) Provide for consistent application of estimating and budgeting techniques.

(vii) Provide for detection and timely correction of errors.

(viii) Protect against cost duplication and omissions.

(ix) Provide for the use of historical experience, including historical vendor pricing information, where appropriate.

(x) Require use of appropriate analytical methods.

(xi) Integrate information available from other management systems.

(xii) Require management review, including verification of compliance with the company's estimating and budgeting policies, procedures, and practices.

(xiii) Provide for internal review of, and accountability for, the acceptability of the estimating system, including the budgetary data supporting indirect cost estimates and

comparisons of projected results to actual results, and an analysis of any differences.

(xiv) Provide procedures to update cost estimates and notify the Contracting Officer in a timely manner.

(xv) Provide procedures that ensure subcontract prices are reasonable based on a documented review and analysis provided with the prime proposal, when practicable.

(xvi) Provide estimating and budgeting practices that consistently generate sound proposals that are compliant with the provisions of the solicitation and are adequate to serve as a basis to reach a fair and reasonable price.

(xvii) Have an adequate system description, including policies, procedures, and estimating and budgeting practices, that comply with the Federal Acquisition Regulation (48 CFR chapter 1) and Department of Energy Acquisition Regulation (48 CFR chapter 9).

(xvii) Develop estimates at the same level as costs are collected and be able to provide comparisons of estimate results to actual results at all levels of the WBS and provide an analysis of any differences when requested.

(e) *Significant deficiencies.*

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

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

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

(i) Remaining significant deficiencies;

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

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

(f) If the Contractor receives the Contracting Officer's final determination of significant

deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

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

H.17 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 the Department of Energy to rely upon information produced by the system that is needed for management purposes.

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

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

- (1) A sound internal control environment, accounting framework, and organizational structure;
- (2) Proper segregation of direct costs from indirect costs;
- (3) Identification and accumulation of direct costs by contract;
- (4) A logical and consistent method for the accumulation and allocation of indirect costs to intermediate and final cost objectives;
- (5) Accumulation of costs under general ledger control;
- (6) Reconciliation of subsidiary cost ledgers and cost objectives to general ledger;
- (7) Approval and documentation of adjusting entries;
- (8) Management reviews or internal audits of the system to ensure compliance with the Contractor's established policies, procedures, and accounting practices;
- (9) A timekeeping system that identifies employees' labor by intermediate or final cost objectives;
- (10) A labor distribution system that charges direct and indirect labor to the appropriate cost objectives;
- (11) Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account;
- (12) Exclusion from costs charged to Government contracts of amounts which are not allowable in terms of 48 CFR part 31, Contract Cost Principles and Procedures, and other contract provisions;
- (13) Identification of costs by contract line item and by units (as if each unit or line item were a separate contract), if required by the contract;
- (14) Segregation of preproduction costs from production costs, as applicable;
- (15) Cost accounting information, as required—
 - (i) By contract clauses concerning limitation of cost (48 CFR 52.232-20), limitation of funds (48 CFR 52.232-22), or allowable cost and payment (48 CFR 52.216-7); and
 - (ii) To readily calculate indirect cost rates from the books of accounts;
- (16) Billings that can be reconciled to the cost accounts for both current and cumulative

amounts claimed and comply with contract terms;

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

(18) Accounting practices in accordance with standards promulgated by the Cost Accounting Standards Board, Generally Accepted Accounting Principles, and Federal Financial Accounting Standards.

(19) Identification and segregation of cost related to asset acquisition and/or fabrication/construction that can be capitalized.

(d) *Significant deficiencies.*

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

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

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

(i) Remaining significant deficiencies;

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

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

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

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

**H.18 DOE-H-2026 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION
(OCT 2014)**

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

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

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

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

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

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

(1) Have an adequate system description including policies, procedures, and purchasing practices that comply with the Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) and the Department of Energy Acquisition Regulation (48 CFR Chapter 9);

(2) Ensure that all applicable purchase orders and subcontracts contain all flowdown clauses, including terms and conditions and any other clauses needed to carry out the requirements of the prime contract;

(3) Maintain an organization plan that establishes clear lines of authority and responsibility;

(4) Ensure all purchase orders are based on authorized requisitions and include a complete and accurate history of purchase transactions to support vendor selected, price paid, and document the subcontract/purchase order files which are subject to Government review;

(5) Establish and maintain adequate documentation to provide a complete and accurate history of purchase transactions to support vendors selected and prices paid;

- (6) Apply a consistent make-or-buy policy that is in the best interest of the Government;
- (7) Use competitive sourcing to the maximum extent practicable, and ensure debarred or suspended contractors are properly excluded from contract award;
- (8) Evaluate price, quality, delivery, technical capabilities, and financial capabilities of competing vendors to ensure fair and reasonable prices;
- (9) Require management level justification and adequate cost or price analysis, as applicable, for any sole or single source award;
- (10) Perform timely and adequate cost or price analysis and technical evaluation for each subcontractor and supplier proposal or quote to ensure fair and reasonable subcontract prices;
- (11) Document negotiations in accordance with 48 CFR 15.406-3;
- (12) Seek, take, and document economically feasible purchase discounts, including cash discounts, trade discounts, quantity discounts, rebates, freight allowances, and company-wide volume discounts;
- (13) Ensure proper type of contract selection and prohibit issuance of cost-plus-a-percentage-of-cost subcontracts;
- (14) Maintain subcontract surveillance to ensure timely delivery of an acceptable product and procedures to notify the Government of potential subcontract problems that may impact delivery, quantity, or price;
- (15) Document and justify reasons for subcontract changes that affect cost or price;
- (16) Notify the Government of the award of all subcontracts that contain the 48 CFR Chapter 1 and 48 CFR Chapter 9 flowdown clauses that allow for Government audit of those subcontracts, and ensure the performance of audits of those subcontracts;
- (17) Enforce adequate policies on conflict of interest, gifts, and gratuities, including the requirements of the 41 U.S.C. chapter 87, Kickbacks;
- (18) Perform internal audits or management reviews, training, and maintain policies and procedures for the purchasing department to ensure the integrity of the purchasing system;
- (19) Establish and maintain policies and procedures to ensure purchase orders and subcontracts contain mandatory and applicable flowdown clauses, as required by the 48 CFR chapter 1, including terms and conditions required by the prime contract and any clauses required to carry out the requirements of the prime contract;

(20) Provide for an organizational and administrative structure that ensures effective and efficient procurement of required quality materials and parts at the best value from responsible and reliable sources;

(21) Establish and maintain selection processes to ensure the most responsive and responsible sources for furnishing required quality parts and materials and to promote competitive sourcing among dependable suppliers so that purchases are reasonably priced and from sources that meet contractor quality requirements;

(22) Establish and maintain procedures to ensure performance of adequate price or cost analysis on purchasing actions;

(23) Establish and maintain procedures to ensure that proper types of subcontracts are selected, and that there are controls over subcontracting, including oversight and surveillance of subcontracted effort; and

(24) Establish and maintain procedures to timely notify the Contracting Officer, in writing, if—

(i) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of the work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or

(ii) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) *Significant deficiencies.*

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

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

(3) The Contracting Officer will evaluate the Contractor's response or the Contractor's

lack of response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning—

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

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

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

H.19 DOE-H-2027 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (OCT 2014)

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

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

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

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

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

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

(d) *Significant deficiencies.*

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

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

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

(i) Remaining significant deficiencies;

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

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

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

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

H.20 FINANCIAL MANAGEMENT SYSTEMS

(a) The contractor shall operate and maintain a timely, accurate and reliable financial management system that is responsive to the reporting requirements of the Department and conforms to Generally Accepted Accounting Principles, Federal Financial Accounting Standards, and Cost Accounting Standards.

(b) The contractor shall submit a plan for CO approval of any substantive change to the financial management and business systems or subsystems at least 30 days in advance of implementation. This plan must identify the cost and schedule for changing from the existing financial systems,

and provide a comparison of the capabilities of the new system(s) to the existing system(s). Any new system modifications are subject to review and audit.

H.21 MANDATORY CHANGE ORDER ACCOUNTING

~~(a) In accordance with FAR 52.243-6, the Contractor must establish change order accounting for each change or series of related changes whose estimated cost exceeds \$100,000.~~

~~(b) The Government has no obligation under this clause or any other term or condition of this contract to remind the Contractor of its obligations under this clause. The Government may or may not, for example, refer to this clause when issuing change orders.~~

~~(e)(a) 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 Contracting Officer or the matter is conclusively disposed of in accordance with the Disputes clause.~~

~~(d)(b) If the Contractor separately identifies costs in its invoices that pertain to the changed work, the Contractor may invoice costs for both changed work and other work in the same invoice.~~

~~(e)(c) If the Contractor fails to provide an adequate, auditable definitization proposal within 120 days of the Contracting Officer's request for such proposal, the Government may consider some or all of the associated bid and proposal costs to be unallowable.~~

~~(d)(d) If the Contractor fails to comply fully with the requirements of this clause, the Government may reflect the Contractor's failure in its—~~

- ~~(1) determination of otherwise earned fee under the contract; and/or~~
- ~~(2) past performance evaluation of the Contractor's performance.~~

H.22 INDIRECT RATE CEILING

NOTE: As per Section L.8 (h)(ix) instructions, clause shall be incorporated into the Contract that addresses an indirect rate cap for labor overhead and G&A rates (including any and all joint venture partners and Corporate Home Office Allocations) for each FY as ceiling rates.

H.23 DOE-H-2043 ASSIGNMENT AND ADMINISTRATION OF SUBCONTRACTS (OCT 2014)

~~(a) Assignment of DOE Prime Contracts. During the period of performance of this contract, it may become necessary for the U.S. Department of Energy (DOE) to transfer and assign existing or future DOE prime contracts supporting site work to this contract. The Contractor shall accept the transfers and assignments of such contracts. Any recommendations and/or~~

suggestions regarding individual transfers directed by DOE shall be submitted in writing to the Contracting Officer prior to the transfer or assignment.

- (b) Transfer of Subcontracts. As the successor contractor, the Contractor agrees to accept the transfer of existing subcontracts as determined necessary by DOE for continuity of operations. The Contractor shall use its best efforts to negotiate changes to the assigned subcontracts incorporating mandatory flow-down provisions at no cost. If the subcontractor refuses to accept the changes or requests price adjustments, the Contractor will notify the Contracting Officer in writing. DOE reserves the right to direct the Contractor to transfer to DOE or another Contractor any subcontract awarded under this contract.
- ~~(a) Assignment of DOE Prime Contracts. During the period of performance of this Contract it may become necessary for the U.S. Department of Energy (DOE) to transfer and assign existing or future DOE prime contracts supporting site work to this contract. The Contractor shall accept the transfers and assignments of subcontracts. Any recommendations and/or suggestions on individual transfers shall be submitted in writing to the Contracting Officer prior to the transfer or assignment.~~
- ~~(b) Administration of Subcontracts. The administration of all subcontracts entered into and/or managed by the Contractor, including responsibility for payment hereunder, shall remain with the Contractor. The Government reserves the right at any time to require that the Contractor submit any or all other contractual arrangements, including but not limited to purchase orders or classes of purchase orders, for approval, and provide information concerning methods, practices, and procedures used or proposed to be used in subcontracting and purchasing. Subcontracts and purchase orders shall be made in the name of the Contractor, shall not bind nor purport to bind the Government, shall not relieve the Contractor of any obligation under this contract (including, among other things, the obligation to properly supervise and coordinate the work of subcontractors), and shall be in such form and contain such provisions as are required by this contract or as the Contracting Officer may prescribe. Any consent by the Contracting Officer to the placement of subcontracts shall not be construed to create subcontractor privity of contract with the Government.~~
- ~~(c) Transfer of Subcontracts. As the successor contractor, the Contractor agrees to accept the transfer of existing subcontracts as determined necessary by DOE for continuity of operations. This includes (a) all subcontracts and purchase orders, (b) cooperative research and development agreements, (c) consent orders, (d) regulatory agreements and permit requirements, lawsuits and other litigation matters and (e) other agreements in effect upon execution of this contract. The Contractor shall attempt to negotiate changes to the assigned subcontracts incorporating mandatory flow-down provisions at no cost. If the subcontractor refuses to accept the changes or requests price adjustments, the Contractor will notify the Contracting Officer in writing. DOE reserves the right to direct the Contractor to transfer to DOE or another Contractor any subcontract awarded under this contract.~~

H.24 DESIGNATION AND CONSENT OF MAJOR OR CRITICAL SUBCONTRACTS

(a) The following subcontracts have been determined to be major or critical subcontracts:

[Offeror Fill-In, insert major or critical subcontractors]

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

~~(b)~~(c) The Contracting Officer may unilaterally designate additional subcontracts as “critical” without such action constituting a basis for adjustment to any other terms of the contract.

~~(c)~~(d) Any major or critical subcontracts shall include provisions that hold the subcontractor directly accountable for performance and delivery of quality products on time and shall also include incentives and disincentives for performance.

H.25 SMALL BUSINESS SUBCONTRACTING PLAN

The Small Business Subcontracting Plan dated **[To be completed by DOE]** submitted by the Contractor for this contract, consistent with the provisions of the Section I clause entitled, “FAR 52.219-9 Small Business Subcontracting Plan,” and approved by the Contracting Officer on **[To be completed by DOE at the time of Contract Award]**, is incorporated in and made a material part of this contract as Section J, Attachment J-10.

Prior to the beginning of each fiscal year, the Contractor shall also submit an "annual" subcontracting plan which shall establish subcontracting goals as described in paragraph (d)(1) and (2) of Section I clause entitled “FAR 52.219-9 Small Business Subcontracting Plan,” to remain in effect for each fiscal year. The annual plan shall be reviewed for approval by the Contracting Officer and shall be incorporated by reference as a material part of this Contract.

Performance against the above Plan will be considered in the past performance evaluation conducted annually by the CO.

H.26 RESERVED

H.27 DOE-H-2016 PERFORMANCE GUARANTEE AGREEMENT (OCT 2014)

The Contractor’s parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance of the contract as evidenced by the Performance Guarantee Agreement incorporated in the contract in Section J, Attachment J-8.

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

H.28 DOE-H-2017 RESPONSIBLE CORPORATE OFFICIAL AND CORPORATE BOARD OF DIRECTORS (OCT 2014)

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

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

Responsible Corporate Official: [Offeror to insert information]

Name:

Position:

Company/Organization:

Address:

Phone:

Facsimile:

Email:

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

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

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

Corporate Board of Directors: [Offeror to insert information]

Name:

Position:

Company/Organization:

Address:

Phone:

Facsimile:

Email:

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

H.29 CORPORATE GOVERNANCE PLAN

The Corporate Governance Plan shall identify the roles and responsibilities of the Contractor in management of work under the Idaho ICP Core contract. The plan shall describe roles of potential lead firm(s) and which firm will be responsible for which sections of the PWS. The goal of the plan is to describe how the Joint Venture, Limited Liability Corporation, Teaming Agreement or Prime Contractor will function in regards to performance of work. Please see definitions below:

1. Joint Venture- A business arrangement in which two or more parties agree to pool their resources for the purpose of accomplishing a specific task. This task can be a new project or any other business activity. In a joint venture (JV), each of the participants is responsible for profits, losses and costs associated with it. However, the venture is its own entity, separate and apart from the participants' other business interests. Corporate Governance Plan shall provide information on how the Joint Venture will manage parties of the arrangement. The Corporate Governance Plan shall also provide information on how the Joint Venture will manage parties during good and poor performance under the contract.
2. Limited Liability Corporation - A type of business organization that offers the limited liability of a corporation and the tax benefits of a partnership. The owners of an LLC are referred to as "members", whose rights and responsibilities in managing the LLC are governed by an operating agreement (Corporate Governance Plan). The Corporate Governance Plan shall provide information on how members of the LLC will manage members. The Corporate Governance Plan shall also provide information on how the LLC will manage members during good and poor performance under the contract.
3. Teaming Agreement – (1) When two or more companies form a partnership or joint venture to act as a potential prime contractor; or (2) 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. The Corporate Governance Plan shall provide information on how members of the Teaming Agreement will manage members. The Corporate Governance Plan shall also provide information on how the teaming partners will manage partners during good and poor performance under the contract.
4. Prime Contractor - The Contractor who is responsible for the completion of a project, and is under a direct contract with the DOE. The obligation of the prime contractor is to complete a project and can hire multiple subcontractors to do the same. The Corporate Governance Plan shall provide the prime contractor's management approach to subcontractor management during contract performance. The Corporate Governance Plan shall also provide information on how the prime contractor will manage

subcontractor during good and poor performance under the contract.

The Contractor's Corporate Governance Plan shall be maintained throughout the contract period for any organizational changes and/or any changing circumstances that would require the plan to be updated. Should any change occur to the Corporate Governance Plan during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change. The Corporate Governance Plan, including any revisions, shall be incorporated with the Joint Ventures and/or LLCs and/or any other Teaming Arrangement documentation and will be included in Section J of the contract.

H.30 RESERVE DOE H-2073, RISK MANAGEMENT AND INSURANCE PROGRAMS

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

1. BASIC REQUIREMENTS

- a. Maintain commercial insurance or a self-insured program, (i.e., any insurance policy or coverage that protects the contractor from the risk of legal liability for adverse actions associated with its operation, including malpractice, injury, or negligence) as required by the terms of the contract. Types of insurance include automobile, general liability, and other third party liability insurance. Other forms of coverage must be justified as necessary in the operation of the Department facility and/or the performance of the contract, and approved by the DOE.
- b. Contractors shall not purchase insurance to cover public liability for nuclear incidents without DOE authorization (See DEAR 970.5070, Indemnification, and DEAR 950.70, Nuclear Indemnification of DOE Contractors).
- c. Demonstrate that insurance programs and costs comply with the cost limitations and exclusions at FAR 28.307, Insurance Under Cost Reimbursement Contracts, FAR 31.205-19, Insurance and Indemnification, DEAR 952.231-71 Insurance-Litigation and Claims, and DEAR 970.5228-1, Insurance-Litigation and Claims.
- d. Demonstrate that the insurance program is being conducted in the government's best interest and at reasonable cost.
- e. The contractor shall submit copies of all insurance policies or insurance arrangements to the Contracting Officer no later than 30 days after the purchase date.
- f. When purchasing commercial insurance, the contractor shall use a competitive process to ensure costs are reasonable.

g. Ensure self-insurance programs include the following elements:

- (1) Compliance with criteria set forth in FAR 28.308, Self-Insurance. Approval of self-insurance is predicated upon submission of verifiable proof that the self-insurance charge does not exceed the cost of purchased insurance. This includes hybrid plans (i.e., commercially purchased insurance with self-insured retention (SIR) such as large deductible, matching deductible, retrospective rating cash flow plans, and other plans where insurance reserves are under the control of the insured). The SIR components of such plans are self-insurance and are subject to the approval and submission requirements of FAR 28.308, as applicable.
- (2) Demonstration of full compliance with applicable state and federal regulations and related professional administration necessary for participation in alternative insurance programs.
- (3) Safeguards to ensure third party claims and claims settlements are processed in accordance with approved procedures.
- (4) Accounting of self-insurance charges.
- (5) Accrual of self-insurance reserve. The Contracting Officer's approval is required and predicated upon the following:
 - (a) The claims reserve shall be held in a special fund or interest bearing account.
 - (b) Submission of a formal written statement to the Contracting Officer stating that use of the reserve is exclusively for the payment of insurance claims and losses, and that DOE shall receive its equitable share of any excess funds or reserve.
 - (c) Annual accounting and justification as to the reasonableness of the claims reserve submitted for Contracting Officer's review.
 - (d) Claim reserves, not payable within the year the loss occurred, are discounted to present value based on the prevailing Treasury rate.
- h. Separately identify and account for interest cost on a Letter of Credit used to guarantee self-insured retention, as an unallowable cost and omitted from charges to the DOE contract.
- i. Comply with the Contracting Officer's written direction for ensuring the continuation of insurance coverage and settlement of incurred and/or open claims and payments of premiums owed or owing to the insurer for prior DOE contractors.

2. PLAN EXPERIENCE REPORTING. The Contractor shall:

a. provide the Contracting Officer with annual experience reports for each type of insurance (e.g., automobile and general liability), listing the following for each category:

- (1) The amount paid for each claim.
- (2) The amount reserved for each claim.
- (3) The direct expenses related to each claim.
- (4) A summary for the year showing total number of claims.
- (5) A total amount for claims paid.
- (6) A total amount reserved for claims.
- (7) The total amount of direct expenses.

b. provide the Contracting Officer with an annual report of insurance costs and/or self-insurance charges. When applicable, separately identify total policy expenses (e.g., commissions, premiums, and costs for claims servicing) and major claims during the year, including those expected to become major claims (e.g., those claims valued at \$100,000 or greater).

c. provide additional claim financial experience data as may be requested on a case-by-case basis.

3. TERMINATING OPERATIONS. The Contractor shall:

- a. ensure protection of the government's interest through proper recording of cancellation credits due to policy terminations and/or experience rating.
- b. identify and provide continuing insurance policy administration and management requirements to a successor, other DOE contractor, or as specified by the Contracting Officer.
- c. reach agreement with DOE on the handling and settlement of self insurance claims incurred but not 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 Contracting Officer for any change in program direction; and

b. ensure insurance coverage replacement is maintained as required and/or approved by the Contracting Officer.

H.31 KEY PERSONNEL

(a) Introduction.

Key Personnel are considered essential to the success of all work being performed under this contract. This Clause provides specific requirements, in addition to the requirements of the clause in Section I entitled, DEAR 952.215-70, *Key Personnel*, for the Key Personnel Team, requirements for changes to Key Personnel, reductions in Contract fee for changes to Key Personnel, and identification of all Key Personnel for this Contract.

(b) Key Personnel Team Requirements.

The Contracting Officer (CO) and designated Contracting Officer's Representative(s) shall have direct access to the Key Personnel. All Key Personnel shall be permanently assigned to the position. In addition to the definition contained in the Section I Clause entitled, DEAR 952.215-70, *Key Personnel*, Key Person(s) are considered managerial personnel.

(c) Definitions

For the purposes of this Clause, Changes to Key Personnel is defined as:

(i) any change to the position assignment of a current Key Person under the contract, except for a person who acts for short periods of time, in the place of a Key Person during his or her absence, the total time of which shall not exceed 30 working days during any given year; (ii) utilizing the services of a new substitute Key Person for assignment to the contract; or (iii) assigning a current Key Person for work outside the Contract.

(d) Contract Fee Reductions for Changes to Key Personnel

(1) Notwithstanding approval by the Contracting Officer, any time the Program Manager (the initial Program Manager or any substitution approved by the Contracting Officer) is changed for any reason within two years of contract award, Earned Fee described in Section B, may be reduced by up to \$1,000,000 for each and every occurrence of a change.

(2) Notwithstanding approval by the Contracting Officer, any time the ESH&Q Manager or Business Manager (any initial Key Person or any substitution approved by the Contracting Officer) is changed for any reason within two years of contract

award as identified below in paragraph(f), Earned Fee described in Section B, may be reduced up to \$750,000 for each and every occurrence of a change.

(3) Notwithstanding approval by the Contracting Officer, any time a Key Person other than the Program Manager, ESH&Q Manager, or Business Manager (any initial Key Person or any substitution approved by the Contracting Officer) is changed for any reason within two years of contract award as identified below in paragraph(f), Earned Fee described in Section B, may be reduced by up to \$750,000, for each and every occurrence of a change.

(4) Contract Fee Reductions will be prorated after the initial two years from contract award date as follows:

<u>Position</u>	<u>Years 1-2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
<u>Program Manager</u>	<u>Up to \$1,000,000</u>	<u>Up to \$500,000</u>	<u>Up to \$250,000</u>	<u>No penalty</u>
<u>ESH&Q and Business Manager</u>	<u>Up to \$750,000</u>	<u>Up to \$350,000</u>	<u>Up to \$175,000</u>	<u>No penalty</u>
<u>Other Key Personnel</u>	<u>Up to \$500,000</u>	<u>No penalty</u>	<u>No penalty</u>	<u>No penalty</u>

~~(3)~~(5) 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 factual basis for the request. The CO shall have the unilateral discretion to make the determination to waive all or part of the reduction in Earned Fee.

(e) Relocation Costs Associated with Changes to Key Personnel

The Government will only pay the relocation costs for the initial key personnel during the contract period, unless the Government directs a change in key personnel be made.

(f) Key Personnel for this Contract

The Key Personnel for this contract are identified below. This list will be amended during the course of the Contract to change Key Personnel as approved by the Contracting Officer.

<u>Name</u>	<u>Position</u>
[Offeror Fill-In]	Program Manager
[Offeror Fill-In]	ESH&Q Manager
[Offeror Fill-In]	Business Manager
[Offeror Fill-In]	[Offeror Fill-In]
[Offeror Fill-In]	[Offeror Fill-In]

[Offeror Fill-In]	[Offeror Fill-In]
[Offeror Fill-In]	[Offeror Fill-In]
[Offeror Fill-In]	[Offeror Fill-In]

H.32 RESERVED

H.33 QUALITY ASSURANCE SYSTEM

The Contractor shall implement a DOE-approved Quality Assurance Program (QAP) (see ATTACHMENT J-2: LIST OF CONTRACT DELIVERABLES/SUBMITTALS) in accordance with the current revision of the EM Quality Assurance Program, EM-QA-001, prior to commencement of work affecting nuclear safety. The EM QAP provides the basis to achieve quality across the EM complex for all mission-related work while providing a consistent approach to Quality Assurance (QA). Although DOE Order 414.1D allows 90 days, the QAP shall be submitted to DOE for approval within 30 days of the Notice To Proceed (NTP). DOE approval, with EM Headquarters concurrence, must be documented prior to the contract effective date and the Contractor assuming full responsibility.

EM requires that American Society of Mechanical Engineers (ASME) NQA-1-2008, *Quality Assurance Requirements for Nuclear Facility Applications*, and addenda through 2009 be implemented as part of the Contractor's QA Program for work affecting nuclear safety. The required portions of NQA-1 to be implemented include: Introduction, Part I, and as applicable portions of Part II. NQA-1 Parts III and IV are to be used as guidance for the Contractor's QAP and implementing procedures. Justification must be provided for NQA-1 requirements determined by the Contractor to be not applicable to its scope of work.

Contractors have three options for complying with this contract requirement:

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

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

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

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

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

The Contractor shall perform activities in connection with a nuclear facility, as defined by Title 10 Code of Federal Regulations (CFR) 820, Procedural Rules for DOE Nuclear Activities; Title 10 CFR 835, Occupational Radiation Protection; and Title 10 CFR 830, Nuclear Safety Management, specifically Section 830.3. The requirements of 10 CFR Part 830 Subpart A shall apply to all work affecting nuclear safety. Additional quality assurance requirements are applicable to specific scopes of work, as follows:

- 1) For activities associated with TRU Waste disposal at the Waste Isolation Pilot Plant (WIPP), the contractor shall comply with the quality assurance requirements specified in the WIPP Hazardous Waste Facility Permit, and the current version of the DOE Carlsbad Field Office (CBFO) Quality Assurance Program Document.
- 2) For spent nuclear fuel/high level waste activities associated with disposal at the monitored geologic repository, the contractor shall comply with the quality assurance requirements specified in DOE/RW-0333P, Office of Civilian Radioactive Waste Management (RW) QA Requirements and Description, Revision 20.
- 3) For activities associated with the DOE-ID Independent Spent Fuel Storage Installations licensed by the Nuclear Regulatory Commission (NRC), the contractor shall comply with the quality assurance requirements in accordance with DOE/RW-0333P, Revision 10.

H.34 GOVERNMENT-OWNED PROPERTY AND EQUIPMENT RESPONSIBILITIES FOR CONTRACT TRANSITION PERIOD

Upon the effective date of this contract, the Contractor shall accept transfer of and accountability for Government-owned property and equipment, including special nuclear material, from the following contracts:

- Advanced Mixed Waste Treatment Project Contract # DE- EM-0001467, Idaho Treatment Group L.L.C. (ITG DOE Contract)
- Idaho Clean-Up Project (ICP) Contract # DOE-AC07-05ID14516, CH2M/WG Idaho L.L.C. (CWI DOE Contract)

All real and personal property currently accountable to the incumbent contractors for contract performance will be provided to the Contractor. During the contract transition period, an inventory record of such property in the DOE Facilities Information Management System (FIMS) and incumbent contractors' personal property databases will be provided to the Contractor. Specifically, the following property acceptance requirements must be implemented:

- (a) The Contractor must perform a joint wall-to-wall physical inventory with the incumbent contractor(s) of all accountable high-risk and sensitive property during the transition period and accept full accountability for the high-risk and sensitive property at the end of transition. This requirement includes government property in the possession or control of subcontractors.
- (b) The Contractor must accept, at the end of transition, transfer of accountability for the remaining government-owned real and personal property and equipment, including special nuclear material, not covered under paragraph (a), based on existing inventory records, on an "as-is, where-is" basis, or perform a wall-to-wall inventory within the transition period of the Contract. Any discrepancies from the existing inventory records shall be reported to the CO. As the formal inventories are completed, the Contractor shall assume responsibility and liability for subsequent losses and damages in accordance with FAR 52.245-1. If the physical inventory is not accomplished within the allotted time frame, the previous contractor's records will become the inventory baseline.

H.35 TRANSITION TO FOLLOW-ON CONTRACT (POST 2020)

The Contractor recognizes that the work and services covered by this contract are vital to the DOE mission and must be maintained without interruption, both at the commencement and the expiration of this Contract in accordance with PWS Section C.8.23.01, Phase Out and Close Out Activities. It is therefore understood and further agreed in recognition of the above:

- (a) That at the expiration of the Contract term or any earlier termination thereof, the Contractor shall cooperate with a successor contractor or the Government by allowing its employees to interview for possible employment. For those employees who accept employment with the successor contractor, such employees shall be released in a coordinated manner with the successor contractor. The Contractor shall cooperate with the successor contractor and Government with regard to the termination or transfer arrangements for such employees to ensure maximum protection of employee service credits and fringe benefits.
- (b) This clause shall apply to subcontracts as approved by the CO.

H.36 ALLOCATION OF RESPONSIBILITIES FOR CONTRACTOR ENVIRONMENTAL COMPLIANCE ACTIVITIES

This clause allocates the responsibilities of DOE and the contractor, referred to collectively as 'the Parties,' for implementing the environmental requirements at facilities within the scope of the Contract. In this clause, the term 'environmental requirements' means requirements

imposed by applicable Federal, state and local environmental laws and regulations, including, without limitation, statutes, executive orders, ordinances, regulations, court orders, consent decrees, administrative orders or compliance agreements, consent orders, permits, and licenses. The Contractor shall follow the Environmental Regulatory Structure and Interface Protocol for the ICP Core Contractor (see paragraph (f) below) throughout the environmental review and performance of activities and actions

(a) Purpose and Scope.

The central purpose of this section is to implement the intent of the Parties that liability and responsibility for civil fines or penalties arising from or related to violations of environmental requirements be borne by the Party that caused the violation. This clause resolves liability for fines and penalties though the cognizant regulatory authority may assess such fine or penalty upon either Party or both Parties without regard to the allocation of responsibility or liability under this Contract. This allocation of liability for such fine or penalty is effective regardless of which Party signs permit applications, manifests, reports or other required documents, is a permittee, or is the named subject of an enforcement action or assessment of a fine or penalty.

(b) Enforcement Actions and Liability for Fines and Penalties.

Regardless of which party to this contract is the named subject (contractor or DOE) of an enforcement action for noncompliance with the environmental, safety, health, or quality requirements by the cognizant regulatory authority; liability for payment of any fine or penalty as a result of contractor actions or inactions is the responsibility of the contractor, and the contractor will either pay the fine or penalty or reimburse DOE (if DOE pays the fine or penalty). Cost of fines and penalties resulting from violations of, or failure of the contractor to comply with Federal, State, local, or foreign laws and regulations, are unallowable except under the conditions specified at FAR 31.205-15.

(c) Signature of Permit Applications and other Regulatory Documents.

(1) The contractor shall obtain any licenses, permits, other approvals or authorizations for conducting activities on the INL. The contractor shall comply with all permits, licenses, certifications, authorizations and approvals from federal, state, and local regulatory agencies that are necessary for operations under this Contract (hereinafter referred to collectively as 'permits'). Except as specifically provided in this section and to the extent not prohibited by law or cognizant regulatory authority, the contractor (or, if applicable, its subcontractors) shall be the sole applicant for any such permits required for its activities. The contractor shall take all appropriate actions to obtain transfer of existing permits required for its activities, and DOE will use all reasonable means to facilitate transfer of existing permits. If DOE determines it is appropriate or if DOE is required by cognizant regulatory authority to sign permit

applications, DOE may elect to sign as owner or similar designation, but the contractor (or, if applicable, its subcontractors) shall also sign as operator or similar designation reflecting its responsibility under the permit unless DOE waives this requirement in writing.

- (2) The contractor shall submit to DOE for DOE's review and comment all permit applications, reports or other documents required to be submitted to cognizant regulatory authorities. The Contractor shall notify DOE of its intent to submit draft documents not less than 30 days in advance of submittal for DOE review and comment. This action will allow DOE to determine appropriate time frames for submittal as well as DOE review and comment. Such draft documents shall be provided to DOE within a time frame, identified by DOE, sufficient to allow DOE substantive review and comment and DOE will perform such substantive review and comment within the identified time frame. When providing DOE with documents that are to be signed or co-signed by DOE, the contractor shall accompany such document with a certification statement, signed by the appropriate contractor corporate officer, attesting to DOE that the document has been prepared in accordance with all applicable requirements and the information is, to the best of its knowledge and belief, true, accurate, and complete. If such a certification is otherwise required of the Contractor, it shall be provided to DOE with the document and no additional certification statement is necessary.
- (3) Except as specifically provided in this clause and to the extent not prohibited by law or cognizant regulatory authority, the contractor (or, if applicable, its subcontractors) shall be the signatory for reports, hazardous waste manifests, and other similar documents required under environmental permits or applicable environmental laws and regulations.
- (d) The contractor shall maintain clear lines of authority and accountability regarding compliance with environmental requirements. At a minimum, the contractor shall have a single point of accountability at the site-area level (e.g., INTEC, RWMC, TAN, ATRX, PBF) for all activities at those facilities. The contractor may further delegate responsibility for individual buildings, permitted facilities, or similar discrete units provided there is adherence to the principle of single point of accountability.
- (e) Termination, Expiration, Permit Transfer.

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 on an allowable cost basis. DOE or another contractor designated by DOE will assume responsibility for such permits, with the approval of the regulating agency. 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.

- (f) Within sixty (60) days after Notice to Proceed, the Contractor shall submit to the Contracting Officer for approval any proposed modifications to the current Environmental Regulatory Structure and Interface Protocol for the ICP Core Contractor incorporated as Exhibit C-6 to Section C. The protocol shall be structured to ensure that DOE and the Contractor have adequate knowledge of regulatory negotiations, discussions and agreements to protect their respective interests. Upon approval by the Contracting Officer, the Contractor shall adhere to the terms and condition of the protocol.

H.37 DOE-H-2059 PRESERVATION OF ANTIQUITIES, WILDLIFE, AND LAND AREAS (OCT 2014)

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

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

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

H.38 DOE-H-1067-2020 PRICE-ANDERSON AMENDMENTS ACT NONCOMPLIANCE (JULY 2011/OCT 2014)

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

H.39 IMPLEMENTING THE PRICE-ANDERSON AMENDMENTS ACT OF 2005

NUCLEAR HAZARDS INDEMNITY AGREEMENT

- (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 170d. of the Act, as that amount may be increased in accordance with section 170t., in the aggregate for each nuclear incident or precautionary evacuation occurring within the United States or \$500 million in the aggregate for each nuclear incident occurring outside the United States, irrespective of the number of persons indemnified in connection with this Contract.
- (2) The public liability referred to in subparagraph (d)(1) of this clause is public liability as defined in the Act which (i) arises out of or in connection with the activities under this contract, including transportation; and (ii) arises out of or results from a nuclear incident or precautionary evacuation, as those terms are defined in the Act.
- (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; or
 - 4. Unforeseeable intervening causes, whether involving the conduct of a third person or an act of God;
 - (B) Any issue or defense as to charitable or governmental immunity; and
 - (C) Any issue or defense based on any statute of limitations, if suit is instituted within 3 years from the date on which the claimant first knew, or reasonably could have known, of his injury or change and the cause thereof. The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action. The waiver shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified.
 - v. The term extraordinary nuclear occurrence means an event which DOE has determined to be an extraordinary nuclear occurrence as defined in the Act. A determination of whether or not there has been an extraordinary nuclear occurrence will be made in accordance with the procedures in 10 CFR part 840.

- vi. For the purposes of that determination, "offsite" as that term is used in 10 CFR part 840 means away from "the contract location" which phrase means any DOE facility, installation, or site at which contractual activity under this Contract is being carried on, and any contractor-owned or controlled facility, installation, or site at which the contractor is engaged in the performance of contractual activity under this Contract.

(3) The waivers set forth above:

- i. Shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action;
 - ii. Shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified;
 - iii. Shall not preclude a defense based upon a failure to take reasonable steps to mitigate damages;
 - iv. Shall not apply to injury or damage to a claimant or to a claimant's property which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;
 - v. Shall not apply to injury to a claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place, if benefits 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 through its Contracting Officer 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 section 234A of the Act, for violations of applicable DOE nuclear-safety related rules, regulations, or orders. If the Contractor is a not-for-profit contractor, as defined by section 234Ad.(2), the total amount of civil penalties paid shall not exceed the total amount of fees paid within any 1-year period (as determined by the Secretary) under this Contract.
- (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 section 223(c) of the Act, for knowing and willful violation of the Atomic Energy Act of 1954, as amended, and applicable DOE nuclear safety-related rules, regulations or orders which violation results in, or, if undetected, would have resulted in a nuclear incident.
- (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. or k. of the Act for the activities under the subcontract.

H.40 ENVIRONMENTAL JUSTICE

The Contractor will embrace the principles of Environmental Justice by complying with all applicable environmental regulations and by focusing on non-discrimination in its programs that affect human health and the environment.

H.41 COOPERATION WITH OTHER SITE CONTRACTORS

- (a) In the performance of this Contract, the Contractor agrees to cooperate in a timely manner with other DOE prime contractors, including but not limited to: the INL contractor, the NRC Contractor, the Calcine Disposition and Spent Fuel Repacking A&E Contractor, the Construction/D&D Contractor, and other entities. Cooperation includes, but is not limited to, the following types of activities: working together to resolve interface and work performance issues; establishing working groups; participating in meetings; providing access to applicable technical and contract information and data such as schedule and milestone data; discussing technical matters related to the Idaho site; providing access to Contractor facilities or areas; and allowing observation of technical activities by appropriate personnel.
- (b) DOE will award other contracts or establish agreements with additional entities whose work affects the Contract. All terms and conditions of this clause apply to the Contractor's relationship with such entities.
- (c) The Contractor is not authorized to direct any other DOE prime contractor or other entities, except as specified elsewhere in this contract or directed by the CO.
- (d) The Contractor shall not commit or permit any act which will interfere with the performance of work by any other DOE contractor or by Government employees without prior approval of the CO. Should the contractor need to interfere with the performance of work by any other DOE contractor or by Government employees, the contractor shall provide written notice to DOE. If DOE determines that the Contractor's activities may interfere with another DOE contractor, the CO shall provide instructions.

H.42 PROTECTION OF GOVERNMENT PROPERTY - MANAGEMENT OF HIGH-RISK PROPERTY AND CLASSIFIED MATERIALS

The Contractor shall take all reasonable precautions, and such other actions as may be directed by the Contracting Officer, or in the absence of such direction, in accordance with voluntary consensus standards and/or industry leading practices, to safeguard and protect

government property in the Contractor's possession or custody. In addition, the Contractor shall ensure that adequate safeguards are in place, and adhered to, for the handling, control and disposition of high-risk property and classified materials throughout the life cycle of the property and materials consistent with the policies, practices and procedures for property management contained in the Federal Property Management Regulations (41 CFR chapter 101), the Department of Energy Property Management Regulations (41 CFR chapter 109), and other applicable regulations.

High-risk property is property, which the loss, destruction, damage to, or the unintended or premature transfer of high-risk property items could pose risks to the public, the environment, national security or nuclear non-proliferation objectives of the United States. High-risk property includes proliferation sensitive, nuclear related dual use, export controlled, and chemically or radioactively contaminated, hazardous, and specially designed or prepared property, including property on the militarily critical technologies list.

High risk personal property is property that, because of its potential impact on public health and safety, the environment, national security interests, or proliferation concerns, must be controlled, and disposed of in other than the routine manner. The categories of high risk property are automatic data processing equipment, especially designed or prepared property, export controlled information, export controlled property, hazardous property, nuclear weapon components or weapon-like components, proliferation sensitive property, radioactive property, special nuclear material, and unclassified controlled nuclear information.

H.43 NOTICE OF CIVIL PENALTIES FOR VIOLATION OF SECURITY OF DOE CLASSIFIED OR SENSITIVE INFORMATION OR DATA

The contractor shall comply with 42 U.S.C. 2282b relating to the safeguarding and security of restricted data. Any person who has entered into a contract or agreement with DOE, or a subcontract or sub-agreement thereto, and who violates (or whose employee violates) any applicable rule, regulation, or order prescribed or otherwise issued by the Secretary pursuant to this chapter relating to the safeguarding or security of Restricted Data or other classified or sensitive information shall be subject to a civil penalty of not to exceed \$100,000 for each such violation.

H.44 PRIVACY ACT SYSTEMS OF RECORDS

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

DOE Privacy Act System Number	DOE Privacy Act System Description
DOE-5	Personnel Records of Former Contractor Employees (includes all former workers)

DOE-10	Energy Employees Occupational Illness Compensation Program Act Files
DOE-11	Emergency Operations Notification Call List
DOE-13	Payroll and Leave Records
DOE-14	Report of Compensation
DOE-15	Intelligence Related Access Authorization
DOE-28	General Training Records
DOE-31	Firearms Qualifications Records
DOE-33	Personnel Medical Records (present and former DOE employees and Contractor employees)
DOE-35	Personnel Radiation Exposure Records
DOE-38	Occupational and Industrial Accident Records
DOE-43	Personnel Security Clearance Files
DOE-48	Security Education and/or Infraction Reports
DOE-51	Employee and Visitor Access Control Records
DOE-52	Access Control Records of International Visits, Assignments, and Employment at DOE Facilities and Contractor Sites
DOE-53	Access Authorization for ADP Equipment
DOE-77	Physical Fitness Test Records (for armed, uniformed guards)
DOE-81	Counterintelligence Administrative and Analytical Records and Reports
DOE-84	Counterintelligence Investigative Records
DOE-88	Epidemiologic and Other Health Studies, Surveys, and Surveillances

- (b) If the above list does not address all of the systems of records that are generated based on Contract performance, then the Contractor shall notify the Contracting Officer prior to Contract award or as soon as the discrepancy is discovered. The Contractor shall monitor the identified systems and notify the Contracting Officer immediately if there is a change to an existing system or if a new system is needed. Lack of notification does not exempt the Contractor from complying with the Privacy Act. To ensure that systems are monitored consistently, the Contractor must review the list annually and notify the Contracting Officer, in writing, that the list is accurate and up to date.
- (c) The above list shall be revised by mutual agreement between the Contractor and the Contracting Officer, in consultation with the local PAO and/or General Counsel, as necessary, to keep it current. A formal modification to the Contract is not required to incorporate these revisions; however, the revisions become effective upon mutual written agreement of the parties. The mutually agreed upon revisions shall have the same effect as if they were actually among the systems listed in the table above, for the purpose of satisfying the listing requirement contained in paragraph (a)(1) of FAR 52.224-2, Privacy Act. The revisions will be formally incorporated at the next convenient contract

modification. Additional information on Privacy Act Systems of Records can be found on the DOE Privacy Office home page.

- (d) The “Privacy Act Notification” (FAR 52.224-1) and “Privacy Act” (FAR 52.224-2) clauses are mandatory flow-down clauses that must be included in any subcontract requiring design, development, or operation of a Privacy Act system of record, including third-party medical services contracts. Such subcontracts also require flow down of clauses specifically identifying applicable Privacy Act systems of records into the subcontracts. For example, medical services contracts must include the substance of this H clause identifying system of record DOE-33, “Personnel Medical Records,” along with language on records turnover. Subcontracts must also contain scope requirements necessary to ensure subcontractor compliance with applicable records management and Privacy Act requirements.

H.45 DOE-H-20331024 ALTERNATIVE DISPUTE RESOLUTION (ADR) (OCT 2014)

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

subsequent to issuance of a Contracting Officer's final decision under the clause at FAR 52.233-1, Disputes, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision and does not constitute reconsideration of the final decision.

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

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

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

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

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

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

H.46 LITIGATION MANAGEMENT AND SUPPORT

- (a) The Contractor shall maintain a legal function to support litigation, arbitration, environmental, procurement, employment, labor, and the Price-Anderson Amendments Act areas of law. The Contractor shall provide sound litigation management practices. Within 60 days of the NTP, the Contractor shall provide a Legal Management Plan (defined as a document describing the Contractor's practices for managing legal costs and legal matters for which it procures the services of retained legal counsel) compliant with Code of Federal Regulations Title 10 Subpart 719 (as revised by Final Rule issued by DOE on May 3, 2013), Contractor Legal Management Requirements. The Plan shall describe the Contractor's practices for managing and containing legal costs and matters for which it procures the services of retained legal counsel. In doing so, the Plan shall describe the matters in-house counsel will perform as well as the matters they anticipate performing throughout the life of the contract. The Contractor should not retain outside counsel for routine matters and matters that can be performed by in-house counsel. The Contractor shall provide an annual legal budget to DOE Counsel along with the Legal Management Plan. Within 30 days of the conclusion of the period covered by each annual legal budget, the Contractor shall provide a report to DOE Counsel comparing its budgeted and actual legal costs.
- (b) As required by the Contracting Officer, the Contractor shall provide support to the Government on regulatory matters, third-party claims, and threatened or actual litigation. Support includes, but is not necessarily limited to: case preparation, document retrieval, review and reproduction, witness preparation, expert witness testimony, and assistance with discovery or other information requests responsive to any legal proceeding.

H.47 DOE-H-2019 DISPOSITION OF INTELLECTUAL PROPERTY – FAILURE TO COMPLETE CONTRACT (OCT 2014)

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

- (a) The Government may take possession of and use all the technical data, including limited rights data, restricted computer software, and data and software obtained from subcontractors, licensors, and licensees, necessary to complete the work in conformance with this contract, including the right to use the data in any Government solicitations for the completion of the work contemplated under this contract. Technical data includes, but is not limited to, specifications, designs, drawings, operational manuals, flowcharts, software, databases and any other information necessary for the completion of the work under this contract. Limited rights data and restricted computer software will be protected in accordance with the provisions of the Section I clause entitled "DEAR 970.5227-1 Rights in Data-Facilities." The Contractor shall ensure that its subcontractors and licensors make similar rights available to the Government and its contractors.
- (b) The Contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive, paid-up license in and to any inventions or discoveries regardless of when

conceived or actually reduced to practice by the Contractor, and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this Contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles, materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility; and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at anytime from contesting the enforceability, validity or scope of, or title to, any rights or patents or other intellectual property herein licensed.

- (c) In addition, the Contractor will take all necessary steps to assign permits, authorizations, and leases, and licenses in any third party intellectual property not covered under subsections (a) and (b) above, e.g., third party intellectual property licenses, to the Government, or such other third party as the Government may designate, that are necessary for the completion of the work contemplated under this Contract.

H.48 DOE-H-1040 LOBBYING RESTRICTION (ENERGY AND WATER DEVELOPMENT AND RELATED AGENCIES APPROPRIATIONS ACT, 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 regulations.

H.49 INFORMATION

- (a) Management of Information Resources. The Contractor shall design and implement Information Resources Management (IRM) capabilities as required to execute this Contract in accordance with the Office of Management and Budget (OMB) Circular A-130, Management of Federal Information Resources.
- (b) Release of Information. The Contractor shall provide timely, accurate, and complete responses to information requested by DOE to comply with Freedom of Information Act and Privacy Act requirements. The Contractor shall develop, plan and coordinate proactive approaches to dissemination of timely information regarding DOE unclassified activities. This will be accomplished through coordination with DOE. Proactive communications or public affairs programs will include or make use of a variety of tools including, open houses, newsletters, press releases and/or conferences, audio/visual presentations, speeches, forums, and tours. The Contractor shall implement this responsibility through coordination with DOE in such a manner that the public, whether it is the media, citizen's groups, private citizens or local, state or Federal Government officials, has a clear understanding of DOE activities at the INL.
- (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 Unclassified Controlled Nuclear Information 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, Security and DEAR 952.204-70, Classification/Declassification.*

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

- (h) The Government reserves the right to require the Contractor to include this Clause or a modified version of this Clause in any subcontract as directed in writing by the Contracting Officer.

H.50 PARTNERING

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

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

H.51 NNSA/EM STRATEGIC SOURCING PARTNERSHIP

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

H.52 ~~RESERVED REPORT AND APPROVAL REQUIREMENTS FOR CONFERENCE RELATED ACTIVITIES~~

~~The Contractor is required to report and obtain approval from the Contracting Officer before incurring any costs associated with conference related activities. Conference expenses are defined as follows:~~

~~Conference expenses are defined as all direct and indirect conference costs paid by the Government, whether paid directly by agencies or reimbursed by agencies to contractors, travelers or others associated with the conference, but do not include funds paid under Federal grants to grantees. Conference expenses include any associated authorized travel and per diem expenses, rental of rooms for official business, audiovisual use, light refreshments, registration fees, ground transportation, and other expenses as defined by the Federal Travel Regulations (FTR). All outlays for conference preparation and~~

~~planning should be included, but employee time for conference preparation should not be included. The FTR provides some examples of direct and indirect conference costs included within conference expenses. See 41 CFR 301-74.2. Conference expenses should be net of any fees or revenue received by the agency or contractor through the conference.~~

H.53 CONTRACTOR COMMUNITY COMMITMENT PLAN

It is the policy of the DOE to be a constructive partner in the geographic region in which DOE conducts its business. Accordingly, the Contractor shall take meaningful actions to implement its community commitment within the surrounding counties and local municipalities.

DOE will not prescribe which community commitment activities the Contractor may engage in but identifies the activities listed in (a), (b) and (c) below as worthwhile endeavors for its consideration. The list is not intended to preclude other constructive community activities nor involvement in charitable endeavors.

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

(a) Regional Educational Outreach Programs

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

The 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.

(b) Regional Purchasing Programs

The Contractor could conduct business alliances with regional vendors. These alliances may include training and mentoring programs to enable regional vendors to compete effectively for 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 could coordinate and cooperate with the Chambers of Commerce, Small Business Development Centers, and like organizations, and make prospective regional vendors aware of any assistance that may be available from these entities. DOE encourages the use of regional vendors in fulfilling Contract requirements. The Contractor shall encourage its subcontractors, at all tiers, to participate in these activities.

(c) Community Support

The Contractor may directly sponsor specific local community activities or sponsor individual employees 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.

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

H.54 DOE-H-1001 OMBUDSMAN

- (a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the pre-award and post-award phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.
- (b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, Ms. ~~Peggy Fuller~~Melissa Rider, US Department of Energy, Office of Environmental Management, 1000 Independence Ave., S.W., Washington, DC 20585, telephone number: (202) 586-~~7087~~5821. Concerns, issues, disagreements, and recommendations which cannot be resolved at the Contracting Activity may be referred to the DOE ombudsman. Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

H.55 DOE-H-2052 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR – ALTERNATE 1 (OCT 2014)

- (a) The Representations, Certifications, and Other Statements of the contractor, dated [**Contractor to insert Date**], made in response to Solicitation No. DE-SOL-0007097 are hereby incorporated into this contract by reference.
- (b) The following additional contractor Representations, Certifications and Other Statements are hereby incorporated into the contract by reference:

<u>Name</u>	<u>Date</u>
<u>EVMS certification</u>	<u>[Contractor to insert Date]</u>

H.56 WITHDRAWAL OF WORK

- (a) The Government reserves the right to have any of the work contemplated by Section C, Performance Work Statement, of this contract performed by either another contractor or 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 Contracting Officer to be in the best interest of the Government
- (c) If any work is withdrawn by the Contracting Officer, the Contractor agrees to fully cooperate with the new performing entity and to provide whatever support is required.
- (d) The contract will be modified to reduce the estimated cost and fee for any work withdrawn by the Contracting Officer.

H.57 DOE CONTRACT ADMINISTRATION, OVERSIGHT AND SAFETY OVERSIGHT

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

(2) DOE employees assigned oversight responsibilities will be trained and qualified in areas of technical competency. The areas of technical competency will focus on the work conducted by the contractor (e.g., waste packaging, facility demolition, facility decontamination, crane operation, heavy-lifting safety, nuclear and general safety oversight.) Prior to conducting formal oversight of contractor work, the technical competency of designated DOE employees will be examined, approved and documented as defined in the DOE Oversight Plan.

(d) DOE's oversight activities will focus primarily on a safe, accelerated cleanup of the Idaho National Laboratory (INL) site. DOE's oversight will be conducted in a tailored and proactive manner with minimal interference with project progress. The contractor shall respond to DOE oversight and to concerns, findings and observations as identified by the CO or COR during the conduct of these oversight activities. The six fundamental areas of oversight are as follows:

(1) Project Management Oversight: This includes daily field inspections and the monthly and quarterly assessment of project status, which will be used to determine and validate project performance.

(2) Contract Management Oversight: Administration and monitoring of the prime contract will be in accordance with the contract terms and conditions which include, but are not limited to, the oversight required under FAR Subchapter G – Contract Management (FAR Parts 42-51) and its supplements.

(3) Financial Management Oversight: DOE will review budgetary data submitted by the contractor to be provided into the Integrated Planning, Accountability, and Budgeting System (IPABS). DOE will review the status of designated Idaho management commitments. DOE or its designee will monitor and audit contractor financial management systems funds management practices and procedures, and accounting practices to ensure compliance with applicable regulations and statutes.

(4) Daily Operational and Safety Oversight: DOE Facility Representatives, Project Managers and Subject Matter Experts will conduct daily oversight. The purpose of this oversight will be to assess compliance with the terms and conditions of the contract and to assure effective safety oversight. In addition to this daily involvement, the contractor shall support:

- (i) DOE's safety oversight, which includes the capability for examining, assessing and auditing by all levels of the DOE organization;
- (ii) Senior management walk-throughs, conducted in scheduled areas of the plant or locations where significant work is ongoing;
- (iii) Specific tours of buildings just prior to demolition, or release sites that have been deemed as response actions;

- (iv) Periodic walk-throughs by the regulators, Defense Nuclear Facilities Safety Board (DNFSB), or DOE Headquarters personnel; and,
- (v) Employee concerns elevated to DOE for evaluation.

(5) Cyber Security Assessments: DOE Mission Information Protection Program subject matter experts will conduct cyber security assessments and site assist visits that will include a review of cyber security documentation, NIST SP 800-53 security control implementation and active penetration testing of the IT infrastructure.

(6) Scheduled Assessments: DOE will publish a quarterly oversight schedule of assessments on the DOE Idaho Operations Office web site. Adjustments will be made no fewer than 30 days prior to any planned assessment (with the exception of a “For Cause” review.) Assessment reports will be formally transmitted to the contractor for development of a corrective action plan, if required. DOE will verify and validate the contractor’s effectiveness in correcting the root cause problem of the concerns and findings.

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

H.58 GOVERNMENT FURNISHED SERVICES/ITEMS (GFSI)

- (a) DOE and the contractor recognize that implementation of the PWS in an optimized fashion is dependent upon many activities, including the Government Furnished Services and Items (GFSI) identified below.

- (b) Within thirty (30) days after the ~~contract effective date~~NTP and by September 1 prior to each fiscal year end, the contractor shall provide the CO a projection of its needed GFSI for the upcoming fiscal year in the format of Table H-1. The contractor shall also provide quarterly updates to this projection, if changes occur, to the CO. Amendments to the projection, if any, shall be provided to the CO 45 days in advance of the GFSI need date.

~~(c) DOE will review each contractor submittal of GFSI needs and, within 15 calendar days, notify the contractor whether it will provide the requested GFSI. If DOE will not provide the GFSI by the need date requested by the contractor, DOE will identify when it will provide the requested GFSI within 30 days of the request.~~

- ~~(d)~~(c) All equipment, supplies and other materials needed to perform this work and not included as Government furnished equipment shall be supplied by the contractor. The listing of Government furnished property for this contract can be found in Exhibit C-23, Government Furnished Equipment.

Table H-1: Detailed Description of Government Furnished Services and Items

GFS&I Scope	Contractor Requirements	DOE Role
DOE Safeguards and Security (SAS) initial survey during contract transition (Section C.2.1.01)	The Contractor shall be subject to a DOE SAS initial survey conducted in accordance with U.S. DOE Order 470.4B, Admin Change 1, Safeguards and Security Program. (Section C.2.1)	Perform SAS Survey per Section (Section C.2.1)
Transport of TRU waste to WIPP is a government furnished service that is provided by CBFO.	The contractor shall utilize transport containers provided by WIPP. Costs for transportation of TRU waste to WIPP that are associated with: TRUPACT-II, <u>TRUPACT-III once certified</u> , HalfPACT, RH-72B casks, other approved NRC licensed containers, trailers, tractors, drivers, and disposal at WIPP are borne by CBFO. (Sections C.5.1.07; <u>C.5.4.05</u> ; C.5.3.05)	DOE will supply TRUPACT-II, <u>TRUPACT-III once certified</u> , HalfPACT, RH-72B casks, other approved NRC licensed containers, trailers, tractors, and drivers for shipment of TRU waste to WIPP for disposal.
<u>Certification of RH-TRU waste is a government furnished service that is provided by CBFO.</u>	<u>The Contractor shall utilize the services of the DOE CBFO CCP contractor to develop RH-TRU waste certification data packages and assemble the loads. (Section C.5.3.02; C.5.4.02)</u>	<u>DOE will supply certification resources for RH-TRU certification and assembly of payload.</u>
Implementing the Contract requires the Contractor to utilize Government controlled data systems.	Government controlled services, data systems and technical systems are available for contractor access as needed to provide project support services.	DOE will ensure the following services, data systems and technical systems are available to the contractor throughout the period of performance of this contract: a) Computerized Accident/Incident Reporting System (CAIRS) b) Non-Compliance Tracking System (NTS) Database c) Occurrence Reporting and Processing System (ORPS) d) Nuclear Material Management and Safeguards Systems Software e) Project Assessment and Reporting system (PARS-II)
Records (regardless of format) acquired from a predecessor contractor for the performance of work under this contract are being provided as Government-furnished	The Contractor shall maintain, safeguard, and disposition records and information content acquired from a predecessor contractor in accordance with applicable Federal	DOE shall review and inspect the Government records and information content before releasing it to the successor contractor.

GFS&I Scope	Contractor Requirements	DOE Role
items and shall be maintained and dispositioned in accordance with the requirements within this contract.	laws, regulations, and DOE directives, as described in Section C.8.21.01.	

H.59 PROGRAMMATIC RISKS AND UNCERTAINTIES

- (a) Completion of this project will require DOE and the Contractor to successfully identify, analyze, resolve, mitigate, eliminate or avoid many types of risk. Risks to the worker, the public and the environment are managed through the Integrated Safety Management System (ISMS) and Environmental Safety and Health Program (ES&H) identified in Section C. Risks to project schedule and cost are classified as programmatic risk and shall be managed through the Programmatic Risk Management process within the Project Management System specified by DOE Order 413.3. The Contractor’s initial risk management plan, shall be submitted for DOE review and approval within 90 days after contract effective date and annually thereafter. Because this contract is performance-based, the Contractor may use any means available to eliminate, avoid or mitigate risks, including the use of cost or schedule contingency. Failure on the part of the Contractor to eliminate, avoid or mitigate risks constitutes changes for which the Contractor is accountable. The Contractor agrees that these changes shall not constitute a change to the Target Cost for CLIN 00001 or CLIN 00002 or the estimated cost for CLIN 00003.
- (b) The Contractor shall provide its assessment of the impact these uncertainties may have on project cost and schedule. If, in the Contractor’s opinion, the risk to cost and schedule is significant, the Contractor shall describe its approach to eliminate, avoid, or mitigate the risks.
- (c) If the Contractor pursues alternative approaches to existing regulatory agreements or commitments, or to more efficiently achieve risk reduction end states, the Contractor shall specify a confidence level for obtaining regulatory approval and a risk mitigation strategy, in the event regulatory approval is not obtained.
- (d) The Risk Management Plan (RMP) shall be tied to the contractors interim and final contractor baselines as applicable. Management Reserve should be developed and supported by the RMP analysis for the contractor baseline.

H.60 INTERNAL AUDIT

The Contractor shall conduct an internal audit and examination program in accordance with the DOE Cooperative Audit Strategy as outlined in Department of Energy Acquisition Guide, Chapter 70.4 and Government Auditing Standards (Yellow Book, dated June 2003) for records, operations, expenses, and transactions with respect to costs claimed to be allowable and allocable under this contract. The results of such audit including the working papers shall be submitted or made available to the CO or his/her designee. This clause does not supersede DOE's right to

perform self-initiated reviews, evaluations, or audits directed at improving the efficiency of operations and an overall reduction in cost.

H.61 PROHIBITION OF CONTRACTS WITH PERSONS FALSELY LABELING PRODUCTS AS MADE IN AMERICA

- (a) Pursuant to FAR 9.405(a), awards shall not be made to entities that are included on the List of Parties Excluded from Federal Procurement and Non-procurement Programs. If DOE contractor personnel become aware of a possible violation of the prohibition against falsely mislabeling products as made in America, and the entity is not on the List of Parties Excluded from Federal Procurement and Non-procurement Programs, the matter should be promptly reported to the CO in writing and the contractor shall supply the CO with the information that supports the contractor's conclusion that there is a possible violation.
- (b) The report of an entity in violation of the prohibition against falsely mislabeling products as American-Made shall be submitted to DOE Office of Contract Management, Office of Procurement and Assistance Management, for potential debarment of the entity pursuant to FAR 9.406-2(a)(4) and 9.406-2(b)(1)(iii).

H.62 DOE-H-~~1051-2013~~ CONSECUTIVE NUMBERING (~~OCT 2014~~MAY 2009)

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

H.63 DOE-H-2014 CONTRACTOR ACCEPTANCE OF NOTICES OF VIOLATION OR ALLEGED VIOLATIONS, FINES, AND PENALTIES (OCT 2014)

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

H.64 DOE-H-2021 WORK STOPPAGE AND SHUTDOWN AUTHORIZATION (OCT 2014)

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

(e) This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute "Contractor Representatives" for "the Contracting Officer" in all subcontracts.

H.65 DOE-H-2035 ORGANIZATION CONFLICT OF INTEREST MANAGEMENT PLAN (OCT 2014)

Within 10 calendar days after the effective date of the contract, the Contractor shall submit to the Contracting Officer for approval an Organizational Conflict of Interest (OCI) Management Plan (Plan). The Plan shall describe the Contractor's program to identify, avoid, neutralize, or mitigate potential or actual conflicts of interest that exist or may arise during contract performance and otherwise comply with the requirements of the clause at DEAR 952.209-72, Organizational Conflicts of Interest. The Plan shall be periodically updated as required during the term of the contract. The Plan shall include, as a minimum, the following:

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

H.66 DOE-H-2037 NATIONAL ENVIRONMENTAL POLICY ACT (OCT 2014)

The work under this contract requires activities to be subject to the National Environmental Policy Act of 1969 (NEPA). The Contractor shall supply to DOE certain environmental

information, as requested, in order for DOE to comply with NEPA and its implementing policies and regulations. Funds obligated under this contract shall only be expended by the Contractor on the activities set out below, unless the Contracting Officer modifies the listed activities or notifies the Contractor that NEPA requirements have been satisfied and the Contractor is authorized to perform the complete work required under the contract.

Currently all activities in the PWS require NEPA compliance.

H.67 DOE-H-2038 NUCLEAR FACILITIES OPERATIONS (OCT 2014)

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

In the case of fixed-price purchase orders, subcontracts, or other commitments involving the use of nuclear materials for which the Contractor has accountability, the terms and conditions with respect to nuclear materials shall also identify who has the financial responsibilities, if any, regarding such items as losses, scrap recovery, product recovery, and disposal.

H.68 DOE-H-2041 SUSTAINABLE ACQUISITION UNDER DOE SERVICE CONTRACTS (OCT 2014)

(a) Pursuant to Executive Orders 13423, Strengthening Federal Environmental, Energy and Transportation Management, and 13514, Federal Leadership in Environmental, Energy, and Economic Performance, the Department of Energy (DOE) is committed to managing its facilities in a manner that will promote the natural environment and protect the health and well-being 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) Biobased 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:

- (1) Recycled Products are described at <http://epa.gov/cpg>.
- (2) Biobased Products are described at <http://www.biopreferred.gov/>.
- (3) Energy efficient products are described at <http://energystar.gov/products> for Energy Star products.
- (4) FEMP designated products are described at <http://www.eere.energy.gov/femp/procurement>
- (5) Environmentally Preferable Computers are described at <http://www.epeat.net>.
- (6) Non-Ozone Depleting Alternative Products are described at: <http://www.epa.gov/ozone/strathome.html>.
- (7) Water efficient plumbing fixtures are described at <http://epa.gov/watersense>.

(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 will 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 Contracting Officer to provide information in support of DOE's report.

H.69 DOE-H-2047 FEDERAL HOLIDAYS AND OTHER CLOSURES (OCT 2014)

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

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

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

- (b) Other Federal Holidays. In addition to the holidays specified above in paragraph (a), Federal employees may observe other holidays designated by Federal Statute, Executive Order, or Presidential Proclamation as a one-time, day-off such as Inauguration Day for the President of the United States.
- (c) Unscheduled closures. Occasionally, an individual Federally-owned or -controlled site or facility will be closed or have an early closure on a normal work day for other reasons such as inclement weather or facility conditions. If an unplanned closure occurs, the Contractor will be notified as soon as possible after the determination that the Federally-owned or -controlled site or facility will be closed.
- (d) The Contractor shall provide the services required by the contract at Federally-owned or – controlled sites or facilities on all regularly scheduled Federal work days and other days as may be required by the contract. The Contractor shall not provide the services required by the contract on those days, or portions thereof, specified in paragraphs (a), (b) and (c), except as required under paragraph (e). Accordingly, the Contractor's employees, whose regular duty station in performance of this contract is a Federally-owned or controlled site or facility, shall not be granted access to the facility during those times specified in paragraphs (a), (b) and (c), unless required by paragraph (e) below.
- (e) There may be times that the Contractor is required to perform the services required by the contract on a Federal holiday or other closure times. In the event that such performance is required, the Contracting Officer will notify the Contractor, in writing, and specify the extent to which performance of the contract will be required. The Contractor shall provide sufficient personnel to perform the contractually-required work on those days, as directed by the Contracting Officer.
- (f) In accordance with the payment and other applicable clauses of the contract, the Government will not pay the Contractor for its employees' regularly scheduled work hours not actually provided directly in performance of the contract due to an unscheduled closure as contemplated in paragraphs (b) and (c) above

H.70 DOE-H-2062 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (OCT 2014)

- (a) Pursuant to the clause at FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall comply with applicable DOE regulations, policies and directives regarding identification, credential and access management for its personnel who have routine physical access to DOE-owned or -controlled sites or facilities or routine access to DOE information systems.
- (b) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified below in implementing the requirements of this clause. The Contracting Officer may, at any time, unilaterally amend this clause in order to add, modify or delete specific requirements.

<u>Directive No.</u>	<u>Date</u>	<u>Directive Title / Contract Requirements Document</u>
<u>DOE O 206.2</u>	<u>2/19/2013</u>	<u>IDENTITY, CREDENTIAL, AND ACCESS MANAGEMENT, including CRD</u>

H.71 DOE-H-2065 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (OCT 2014)

The Contractor shall comply with the following:

- (c) Notify employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts, or information technology systems to an appropriate authority (e.g., OIG, other law enforcement, supervisor, employee concerns office, security officials). Examples of violations to be reported include, but are not limited to, allegations of false statements; false claims; bribery; kickbacks; fraud; DOE environment, safety, and health violations; theft; computer crimes; contractor mischarging; conflicts of interest; and conspiracy to commit any of these acts. Contractors must also ensure that their employees are aware that they may always report incidents or information directly to the Office of Inspector General (OIG).
- (d) Display the OIG hotline telephone number in buildings and common areas such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.
- (e) Publish the OIG hotline telephone number in telephone books and newsletters under the Contractor's cognizance.
- (f) Ensure that its employees report to the OIG within a reasonable period of time, but not later than 24 hours after discovery, all alleged violations of law, regulations, or policy, including

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

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

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

(i) Ensure that all their employees understand that they must –

(1) Comply with requests for interviews and briefings and must provide affidavits or sworn statements, if so requested by an employee of the OIG so designated to take affidavits or sworn statements;

(2) Not impede or hinder another employee's cooperation with the OIG; and

(3) Not take reprisals against DOE contractor employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.

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

H.72 DOE-H-2068 INCURRENCE OF COSTS FOR CONFERENCES (OCT 2014)

(a) Definition. The term “conference” is defined as a meeting, convention, exposition, exhibition, retreat, seminar, symposium, workshop or other event that may, or may not, involve attendee travel, including training activities that are considered to be conferences under 5 CFR 410.404.

An event is a conference if it meets the following criteria:

(1) The conference involves topical matters of interest to, and the participation of, multiple governmental agencies and /or nongovernmental participants.

(2) The conference involves registration, registration fees, a published substantive agenda, and scheduled speakers or discussion panels.

(3) The conference takes place at a hotel or conference center.

(b) Exemptions. The following activities are not considered conferences even if the event meets the above definition of a conference:

(1) Meetings necessary to carry out statutory oversight functions (e.g., investigations, inspections, audits).

(2) Meetings between the Contractor and the Government regarding contract specific performance or business matters.

(3) Bi-lateral and multi-lateral international cooperation engagements that do not exhibit the indicia of a formal conference as outlined above that are focused on diplomatic relations.

(4) Formal classroom training held at Federal facilities which do not exhibit indicia of a formal conference as outlined above.

(5) Classroom training available through Federal or commercial sources required as part of a certification program, continuous learning, or employee development required for the performance of an employee's position which does not exhibit indicia of a formal conference as outlined above.

(6) Meetings such as advisory committee and Federal Advisory Committee meetings, solicitation/ funding opportunity announcement review board meetings, peer review/objective panel meetings, evaluation panel/board meetings, and kick-off and review meetings (including those for grants and contracts).

(c) No costs associated with conference activities, including Department of Energy (DOE) sponsored and non-DOE sponsored conferences, shall be allowable under this contract unless
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(1) The conference is directly and programmatically related to the purpose of the contract, and any work authorization/order/task issued pursuant thereto;

(2) The conference is reported and registered in the DOE Conference Management Database;

(3) The conference has been approved by DOE if required (approval of foreign travel via the Foreign Travel Management System (FTMS) does not constitute approval of a conference); and

(4) The cost is otherwise allowable in accordance with the allowable cost provisions of the contract.

(a)(d) All anticipated conference activity (i.e., attendance and incurrence of costs) must be reported in the DOE Conference Management Database, located at <https://portalwc.doe.gov>. All planned conference attendance must be reported 45 days prior to the conference start date, regardless of the number of attendees. If the Contractor proposes that any of its employees attend a conference, or that it will incur any costs associated with a conference, the Contractor will notify the Contractor's point of contact (POC), if any, or the Contracting Officer, who will identify to the Contractor the appropriate DOE POC responsible for reporting conference activity. Within the Conference Management Database, a lock-out date will be set for each conference; and after the lock-out date has passed, no additional attendees can be approved nor additional costs under this contract be proposed or incurred.

(e) The Contractor shall not incur any costs for conferences, including deposits, non-refundable travel costs, and registration fees, until approval from DOE has been obtained. The Contractor may, however, incur costs necessary to develop estimates of the conference's cost in sufficient detail to allow preparation of documentation to request DOE's approval through the Conference Management Database.

(f) Once the Contractor has received notification that approval within the Conference Management Database has taken place, the Contractor will provide documentation of the approval or registration to the Contracting Officer. Upon receipt of such evidence, the Contracting Officer will approve the Contractor's incurrence of costs for the conference. Conference expenditures shall be kept to the minimum necessary to carry out the

Department's mission and must be consistent with the applicable portions of the Federal Travel Regulations and the Federal Acquisition Regulations.

(g) Review and approval of proposed conference activities will be based upon estimated costs and attendance in order to ensure that Federal funds are used for purposes that are appropriate, cost effective, and important to the core missions of DOE. However, only the Contracting Officer has the authority to determine if costs incurred by the Contractor are allowable, allocable and reasonable.

(h) The Contractor shall establish sufficient management controls to ensure –

(1) The costs to be billed to DOE are allowable, allocable, and reasonable;

(2) Costs are minimized for all conferences sponsored by the Contractor, including costs associated with the venue and logistics of conducting the conference; and

(3) Contractor employees attending the conference, whether sponsored by the Contractor or other organizations, are held to the minimum number consistent with meeting contract objectives, including cost.

(i) The Contractor shall ensure that its conference attendees conduct themselves with the highest level of professionalism and ethical behavior consistent with that expected of DOE employees.

H.73 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% 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% 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% 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% 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 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 year clock. For instance, if a contractor employee completes a 2 year assignment at location A and returns to his/her permanent duty station for 12 months, a subsequent new 2 year assignment back to location A will restart the 3 year clock. The assignments will be considered two separate 2 year assignments. On the other hand, if in the previous example the employee's return to his/her permanent duty station was 6 months, the Government would consider the second assignment to be a continuation of the first for purposes of the 3 year rule.

(5) The Government will not reimburse costs associated with salary premiums that exceed 10%.

(6) The Contractor shall include the substance of this clause in all subcontracts in which travel will be reimbursed at cost.

H.74 DOE-H-2071 DEPARTMENT OF ENERGY DIRECTIVES (OCT 2014)

(a) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy (DOE) directives, or parts thereof ~~Fillin 1: [insert "identified below" or "listed in Section J, Attachment (insert attachment number)]~~J-1 or identified elsewhere in the contract.

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

Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the listing of directives and so advise the Contractor not later than 30 days prior to the effective date of the revision.

- (c) Notwithstanding the process described in paragraph (b), the Contracting Officer may direct the Contractor to immediately begin compliance with the requirements of any directive.
- (d) The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision pursuant to the clause of this contract at FAR 52.243-2 Changes – Cost Reimbursement (Aug 1987) – Alt II and III (Apr 1984).
- (e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor shall include this clause in all subcontracts to the extent necessary to ensure the Contractor's compliance with these requirements.

H.75 DOE-H-2072 USE OF GOVERNMENT VEHICLES BY CONTRACTOR EMPLOYEES (OCT 2014)

- (a) The Government may provide Government-owned and/or –leased motor vehicles for the Contractor's use in performance of this contract in accordance with the clause FAR 52.245-1, Government Property and/or FAR 52.251-2, Interagency Fleet Management System (IFMS) Vehicles and Related Services, as applicable.
- (a)(b) The Contractor shall ensure that its employees use and operate Government-owned and/or –leased motor vehicles in a responsible and safe manner to include the following requirements:
 - (1) Use vehicles only for official purposes and solely in the performance of the contract.
 - (2) Do not use vehicles for transportation between an employee's residence and place of employment unless authorized by the Contracting Officer.
 - (3) Comply with Federal, State and local laws and regulations for the operation of motor vehicles.
 - (4) Possess a valid State, District of Columbia, or commonwealth's operator license or permit for the type of vehicle to be operated.
 - (5) Operate vehicles in accordance with the operator's packet furnished with each vehicle.
 - (6) Use seat belts while operating or riding in a Government vehicle.
 - (7) Do not use tobacco products while operating or riding in a Government vehicle.
 - (8) Do not provide transportation to strangers or hitchhikers.
 - (9) Do not engage in "text messaging" while operating a Government vehicle, which includes those activities defined in the clause at FAR 52.233-18, Encouraging Contractor Policies to Ban Text Messaging While Driving.

(10) In the event of an accident, provide information as may be required by State, county or municipal authorities and as directed by the Contracting Officer.

~~(b)~~(c) The Contractor shall –

(1) Establish and enforce suitable penalties against employees who use, or authorize the use of Government vehicles for unofficial purposes or for other than in the performance of the contract; and

(2) Pay any expenses or cost, without Government reimbursement, for using Government vehicles other than in the performance of the contract.

(d) The Contractor shall insert this clause in all subcontracts in which Government-owned and/or –leased vehicles are to be provided for use by subcontractor employees.

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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L.1 PRE-PROPOSAL CONFERENCE AND SITE TOUR

- (a) A pre-proposal ~~conference and~~ site tour will be offered ~~TBD once after the final Request for Proposals (RFP) is released~~. The site tour will be structured and escorted by DOE representatives. The location of the site tour will be the Idaho National Laboratory (INL) at the U.S. Department of Energy (DOE) Idaho Site. There is a limit of five (5) representatives per ~~Contractor~~ Offeror. Registration and additional information regarding the site tour will be posted to:

<https://www.emcbc.doe.gov/SEB/ICPCORE/>

~~All companies shall submit their requests, including company name, company DUNS code, name of individual, title of individual, citizenship (U.S. citizenship required) and phone number, by the established deadline of TBD. A valid form of picture ID and social security number must be provided to security personnel in order to obtain entrance to the site.~~

- (b) ~~Contractors~~ Offerors are urged and expected to inspect the site where the work will be performed and satisfy themselves regarding all general and local conditions that may affect the cost of performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after Contract award.
- (c) Attendance at the site visit is not mandatory. The Government will not reimburse any Offeror for expenses related to attendance of this pre-proposal conference and site visit.

L.2 ELECTRONIC MEDIA – DISTRIBUTION OF SOLICITATION AND AMENDMENTS

In order to further the Government policy of maximizing electronic commerce and minimizing acquisition process costs, electronic media will be used to distribute the solicitation and amendments to the public. The solicitation (and any amendments) will be posted to the FedConnect website at www.fedconnect.net and the Federal Business Opportunities (FBO) website at www.fbo.gov and will constitute the official distribution method for this solicitation.

The solicitation, related reference documents, any amendments, and questions and answers will also be posted to the Environmental Management Consolidated Business Center (EMCBC) DOE ICP Core acquisition website at: <https://www.emcbc.doe.gov/SEB/ICPCORE/>.

Offerors and all other interested parties shall maintain continual surveillance of the websites to remain abreast of the latest available information. No other communication, whether oral or in writing, will modify or supersede the terms of the solicitation.

L.3 QUESTIONS ON SOLICITATION

Questions concerning this solicitation must be submitted via email to ICPCORE@emcbc.doe.gov with a courtesy copy to the Contracting Officer, lori.sehlhorst@emcbc.doe.gov, and the Contract Specialist, erin.kroger@emcbc.doe.gov, by close of business on March 27, 2015 to allow a reply to reach all prospective Offerors before the submission of proposals. Any questions received after such time may not be answered and may not be a basis for amending this solicitation. Each question should clearly specify the solicitation area to which it refers. Offerors should contact the Contracting Officer if questions are not acknowledged within three calendar days of submission. Answers will be made available to the Offerors as soon as practicable via the procurement website:

<https://www.emcbc.doe.gov/SEB/ICPCORE/>

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

L.4 AVAILABILITY OF REFERENCED DOCUMENTS, ~~DVD, MAPS AND NUCLEAR MATERIALS DATA~~

- (a) DOE has established a website that contains various reference documents and reliable organizational web links for the Offeror to utilize in preparing their offer. Such documents/information can be accessed at: ~~Referenced documents are available for offerors for information and use in connection with preparing an offer and other written proposal information under this RFP will be made available. A current listing of the referenced documents available can be found via the EMCBC ICP Core Acquisition Website at:~~

<https://www.emcbc.doe.gov/SEB/ICPCORE/>.

- (b) Offerors are cautioned that the provided reference documents are not, nor are ~~they was it~~ intended to be, all inclusive. Offerors are strongly urged to perform additional research using other available sources.

L.5 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL INFORMATION

- (a) General: Proposals shall conform to solicitation provisions and be prepared in accordance with this section, and specific instructions in Sections L.6, L.7, and L.8. To aid in evaluation, the proposal shall be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate) and logically assembled. Extraneous, repetitious, or wordy submissions are not desired. All pages of each part must be appropriately numbered and identified with the name of the Offeror, the date, and the solicitation number.

These instructions are provided to aid the Offeror in the preparation of their proposal. These instructions and the information contained in these instructions are not evaluation criteria for this solicitation.

- (b) Overall Arrangement of Proposal: The overall proposal shall consist of three separated volumes individually titled as stated below. Proposals, including submissions from any subcontractor, affiliates, and all teaming partners or other contractor arrangements, shall conform to the solicitation provisions regarding preparation of offers. The Government will consider how well the Offeror complies with all solicitation instructions in determining responsiveness to the solicitation requirements and overall proposal acceptability. Page limitations, if any, for each volume are specified below. **All cost and pricing information shall be addressed ONLY in the Cost/Price Volume, unless otherwise specified.**

- (c) Reference Material: DOE has established a website that contains various reference documents and relatable organizational weblinks for the Offeror to utilize in preparing their offer. Such documents/information can be accessed at: <https://www.emebc.doe.gov/SEB/ICPCORE/>.

~~Offerors are cautioned that the reference documents and organizational Websites contained in the above URL address are not, nor was it intended to be, all inclusive. Offerors are strongly urged to perform additional research using other available sources.~~

- (d)(c) Definitions: The term "Offeror" as used in this solicitation refers to the single legal entity submitting the offer which may be joint venture, Limited Liability Corporation (LLC), or teaming agreement thereof as defined within the Section H clause "Corporate Governance Plan." ~~a "contractor team arrangement" as that term is defined in FAR 9.601.~~ The Offeror may be preexisting or newly formed for the purposes of competing for this Contract.

For CLINs 00001-00005, ~~the~~ term "major or critical subcontractor" as used in this Section L is defined as any proposed subcontractor that is anticipated to perform work with a value of \$100 million or more over the contract period.

For CLIN 00006, the term "major or critical subcontractor" as used in this Section L is defined as any proposed subcontractor that is anticipated to perform work with a value of \$5 million or more over the contract period.

(d) Proposal Submission: The Offeror shall submit its proposal in both electronic form and paper copies in accordance with the section L provision “PROPOSAL DUE DATE, DELIVERY AND PACKAGE MARKINGS” and the instructions contained herein. The Offeror shall be registered and have access to the FedConnect website located at <http://www.fedconnect.net>. Subcontractors shall register in FedConnect and shall submit their proprietary cost information separately, identifying in the subject line the solicitation number and to whom they are a subcontractor. The subcontractor proposal shall adhere to the proposal due date/time of this solicitation.

Electronic proposal files shall be formatted in the following applications: Adobe Acrobat 7.0 (PDF) or higher; Word 2007 or higher; Excel 2007 or higher; and PowerPoint 2007 or higher, unless specified elsewhere in this solicitation. The PDF versions provided shall be searchable. Multiple electronic files may be submitted for each volume; however, the Offeror (and any separate subcontractor submissions) shall submit its electronic versions in one .ZIP file per volume (i.e., do not upload numerous files for each volume into FedConnect; instead combine all files for each Volume into one .ZIP file for uploading into FedConnect).

In addition to the electronic submission of the Offeror’s proposal, Offerors shall submit the required number of paper copies of each proposal volume as indicated below.

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.

<u>Proposal Volume – Title</u>	<u>Copies Required</u>
<u>Volume I – Offer and Other Documents</u>	<u>1 signed original and 5 copies; and 3 CDs/DVDs</u>
<u>Volume II – Technical and Management Proposal</u>	<u>1 signed original and 10 copies; and 3 CDs/DVDs</u>
<u>Volume III – Cost/Price Proposal</u>	<u>1 signed original and 7 copies; and 3 CDs/DVDs</u>

The content in the electronic copy shall be identical to the content of the paper copies. **The written material constitutes the official offer and proposal.** In the event of a conflict, content of the hardcopy of a proposal will take precedence over the CD/DVD or any other electronic submission

~~(e) Electronic Submission: This solicitation requires the Offeror to submit the proposal electronically through www.fedconnect.net to DOE's STRIPES Contract system. The electronic proposal, submitted through FedConnect to STRIPES shall be in a searchable Adobe PDF format. In addition, the Offeror is to submit written proposals in three separate volumes. Written proposals shall be delivered by hand or mailed to the Contract Specialist. No proposal received through facsimile or telephone will be accepted.~~

~~(f) Required Copies: The number of copies required is shown below.~~

~~(g) Volume I, The Offer—1 Original, 5 copies and 5 CD-ROMs~~

~~(h) Volume II, Technical Proposal—1 Original, 10 copies and 5 CD-ROMs~~

~~(i) Volume III, Price Proposal—1 Original, 7 copies and 5 CD-ROMs~~

~~(j)–~~

~~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 content in the electronic copy shall be identical to the content of the paper copies.~~

~~**The written material constitutes the official offer and proposal.** In the event of a conflict, content of the hardcopy of a proposal will take precedence over the CD-ROM or any other electronic submission~~

~~(k)(e) Page Limitation: Page limitations apply to the Offeror's Volume II technical proposal. Volume II page limitations are provided below [in Section L.7](#) for each factor. The Table of Contents, Title Pages, Glossary, Dividers/Tabs, Blank Pages, Cross Reference Matrix, [Schedule, Key Personnel Resumes, and Letters of Commitment](#) and other page count exceptions as noted within each factor below do not count towards the Volume II page limitations. Pages exceeding the page count limit will not be read or evaluated and will be removed. No material may be incorporated by reference as a means to circumvent the page limitation. No page limitations apply to Volume I and Volume III.~~

~~(l)(f) Binding and Labeling: Each volume shall be separately bound in three-ringed loose-leaf binders. Staples shall not be used. The outside front cover of each binder shall indicate the Offeror's name, the solicitation number, the title of the solicitation, [the date of proposal submission](#), and the copy number (i.e., sequentially number the required copies with the original being labeled "Original"). The same identifying data shall be placed on the spine of each binder. The cover and outside of each CD/DVD shall identify the volume to which it relates.~~

~~(m) CD-ROMS: The cover and outside of each CD-ROM must clearly identify the volume to which it relates. Electronic media versions of the proposal files are to be formatted in Adobe Acrobat 7.0 (PDF) or higher. The electronic media versions provided shall be searchable. The CD-ROMs are provided for evaluation convenience only. In the event of a conflict, the written material takes precedence over the CD-ROM text. The Offeror shall submit any supporting spreadsheets or mathematical computation using Microsoft Excel 2007 or 2010. The Offeror's Excel files shall be working versions including formulas and computations. A second electronic file shall be provided in Adobe Acrobat 7.0 (PDF) or higher. The electronic media versions provided shall be searchable.~~

~~(n)(g) Page Description: All pages of each volume shall be appropriately numbered, identify the name of the Offeror, the date of proposal submission, and the solicitation number. The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position. Any time a page limitation is specified, a page is defined as a single side. All pages of the proposal shall be submitted on 8 1/2" x 11" sheets except for graphs, tables, and spreadsheets. Printing is to be double-sided. Print type used in the text portions of the proposal shall be size 12 and font type shall be Times New Roman. Graphs, tables, diagrams and spreadsheets where necessary must be font size 10 or larger. Graphs, tables, diagrams and spreadsheets where necessary may be smaller than 10 point font, but must be clearly legible. Foldouts of charts, tables, diagrams, etc. shall not exceed 11 x 17 inches and will be considered as two pages. Foldout pages shall fold entirely within the volume. Foldouts may be used in the Technical and Cost Volumes for schedules, large tables, charts, graphs, diagrams and other schematics and may be used in the Cost Volume for schedules, large tables, charts, graphs, diagrams and other schematics. Page margins (distance between the edge of the page and the body of the proposal) shall be 1-inch on the top, bottom, left and right sides of the page. Those pages that exceed the limits set forth in this solicitation for the Technical Volume will not be considered in the evaluation.~~

~~(o)(h) Cover letter: A cover letter shall be provided with each proposal volume as the first page. The cover letter does not count towards any page limitation and shall include the following:~~

- ~~1. The solicitation number;~~
- ~~2. The name, address, telephone numbers, facsimile numbers, and electronic addresses of the Offeror. The term "Offeror" as used in this Section L refers to the single legal entity submitting the offer which may be a "contractor team arrangement" as that term is defined in FAR 9.601. The Offeror shall may be a separate corporate entity established solely to perform the Contract activities consistent with the Section H clause, "Separate Corporate Entity."~~

3. Names, titles, telephone numbers, facsimile numbers, and electronic addresses of persons authorized to negotiate (if required) and sign the proposal in connection with this solicitation;
4. The name, address, telephone number, facsimile number, and electronic address of the individual in the Offeror's organization to be contacted, if necessary, during evaluation of the proposal;
5. The complete legal name and address of the Offeror and other participants to be used in any resulting contract. Provide Dun and Bradstreet, Inc. (D&B) Data Universal Numbering System (DUNS) number for the Offeror, each team member, and any proposed subcontractor regardless of the dollar amount of work they are proposed to perform since a FOCI determination will be required;
6. The name, address, telephone numbers, facsimile numbers, and electronic addresses of representatives of the Government agency having administrative cognizance over the Offeror or parent company, as applicable (such as contract administration within the meaning of FAR Subpart 42.3, Contract Administration Office Functions, financial auditing, and equal employment opportunity oversight);
7. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items requested in the solicitation upon which prices are offered at the price set opposite each item;
8. A statement to the effect that the proposal is firm for a period of not less than 360 days; and
9. If Offerors include data in their proposal that they do not want disclosed to the public, or used by the Government except for evaluation purposes shall mark the cover letter with the following legend:

“This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets *[insert numbers or identify all]*.”

- (f)(i) Restriction of Data: Mark each sheet of data that is to be restricted with the following legend: “Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”
- (f)(j) Table of Contents: The Offeror shall incorporate a table of contents into each proposal volume, which identifies the section, sub-section, paragraph titles, and page numbers. Also include a list of all tables and figures.
- (f)(k) Glossary: The Offeror shall incorporate a glossary of all abbreviations and acronyms used for each volume.
- (f)(l) Cross Reference Matrix: The Offeror shall provide a completed Cross Reference Matrix for each volume which correlates the proposal by page and section or sub-section number to the applicable solicitation section [e.g., Performance Work Statement, (PWS), Section L, and Section M]. This cross reference matrix shall be placed in each Volume II immediately after the glossary section.
- (f)(m) Classified Information: The Offeror shall not provide classified information in response to this solicitation.
- (f)(n) Point of Contact: The Contracting Officer (CO) is the sole point of contact during the conduct of this procurement.
- (f)(o) Errors or Omissions. The RFPsolicitation is considered complete and accurate in every detail and adequately describes the Government’s requirements. If the Offeror feels any part of the RFPsolicitation contains an error or omission, contact the CO to obtain clarification. To preclude unnecessary work and to assure submittal of a complete proposal, the Offeror is cautioned to resolve all questionable areas with the CO.
- (f)(p) Changes to the RFPsolicitation. No changes to this RFPsolicitation will be effective unless they are incorporated into the solicitation by a written and signed amendment.
- (f)(q) Information Provided. Any proposals received in response to this solicitation will be reviewed strictly as submitted and in accordance with the evaluation criteria specified in Section M. The Government will not assume that an Offeror possesses any capability unless such a capability is established in the proposal. An Offeror should not assume that because it has had similar contracts with the Federal Government, including the Department of Energy that the evaluators have knowledge of its performance under such contracts and will make assumptions regarding your proposal based on that knowledge.

~~(v)(r)~~ Disposition of Proposals. Proposals will not be returned. Proposals not required for official record retention will be destroyed.

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

L.6 PROPOSAL PREPARATION INSTRUCTIONS – COVER LETTER AND VOLUME I, OFFER AND OTHER DOCUMENTS

Volume I, Offer and Other Documents, consists of the actual offer to enter into a contract to perform the required work. It also includes required representations and certifications, other statements of the Offeror, and any other administrative information. The signed original(s) of all documents requiring signature by the Offerors shall be contained in the original volume(s). Volume I, Offer and Other Documents, shall include the following (in the order listed):

(a) Standard Form (SF) 33. Signed Contract – Solicitation, Offer, and Award (SF 33, page 1 of the solicitation) ~~shall be fully executed and used as the first page of each copy of Volume I, Offer and Other Documents. The SF 33~~ shall be fully executed by an authorized representative of the Offeror, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussion if it so elects. By signing SF 33, the Offeror agrees to accept the contract (Sections A through J of this solicitation, as amended) as written. Section K will be incorporated by reference in Section H of the resultant contract. Offerors shall also acknowledge all amendments to the solicitation in Block 14 of the SF 33. Sections B through J (including all Section J attachments) of the model contract shall not be submitted, ~~except for any required fill-in information. Offerors do not need to submit the complete language from all of the contract clauses in its proposal. R;~~ rather, Offerors need only submit those pages in which the Offeror is to complete certain fill-in information or provide other documentation or information as a part of its offer. Those specific areas are as follows:

1. Section B:
 - B.2 CONTRACT COST AND FEE SCHEDULE,
 - B.3 CLIN 00001 – COST INCENTIVE, SCHEDULE MILESTONES, ANNUAL MILESTONES AND PERFORMANCE INCENTIVES FEE ALLOCATIONS AND CALCULATIONS
 - B.4 CLIN 00002 – COST INCENTIVE AND SCHEDULE MILESTONE FEE ALLOCATIONS AND CALCULATIONS
 - B.6 CONTRACT PERFORMANCE CEILING

2. Section G:

- G.8 DEFECTIVE OR IMPROPER INVOICES

3. Section H:

- H.22 INDIRECT RATE CEILING
- H.24 DESIGNATION AND CONSENT OF MAJOR OR CRITICAL SUBCONTRACTS *(the Offeror shall identify any major or critical subcontractor(s) in their proposal in accordance with the definition at Section L.5(c))*
- H.28 DOE-H-2017 RESPONSIBLE CORPORATE OFFICIAL AND CORPORATE BOARD OF DIRECTORS (OCT 2014)
- H.31 KEY PERSONNEL
- H.55 DOE-H-2052 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR – ALTERNATE 1 (OCT 2014)

4. Section I:

- FAR 52.219-4, Notice of Price Evaluation Preference for HUBZone Small - Business Concerns (OCT 2014JAN 2011)
- FAR 52.223-3, Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (JUL 1995)
- DEAR 952.227-82, Rights to Proposal Data (APR 1994)

5. Section J: Include the following Section J, Attachments.

- ATTACHMENT J-7 CONTRACTOR'S TEAMING ARRANGEMENT AND CORPORATE GOVERNANCE PLAN
- ATTACHMENT J-8 CONTRACTOR'S EXECUTED PERFORMANCE GUARANTEE AGREEMENT(S)
- ATTACHMENT J-9 CONTRACTOR'S COMMUNITY COMMITMENT PLAN
- ATTACHMENT J-10 CONTRACTOR'S SMALL BUSINESS SUBCONTRACTING PLAN
- ATTACHMENT J-11 CONTRACTOR'S STAFFING PLAN

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

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

~~(b) Section B. The Offeror shall submit the necessary completed Section B provisions, providing the Section B Contractor Fill-In information for:~~

~~(e) List of Key Personnel. A completed Section H clause titled, *Key Personnel*;~~

~~(d) Major or Critical Subcontracts Identification. In accordance with the requirements of Section H Clause entitled, *Major or Critical Subcontracts—Designation and Consent*, the Offeror shall identify any major or critical subcontractor(s) in their proposal in accordance with the definition at Section L.5(c).~~

~~(e)(c) Joint Ventures and/or LLCs and/or Any Other Teaming Arrangements. Arrangement Documentations. Offerors that submit a proposal as a Joint Venture and/or LLC and/or any Other Teaming Arrangement as defined in the Section H clause entitled “Corporate Governance Plan” shall provide full and complete information on each of the participating members/companies, as well as the proposed organization itself. If the Offeror is a joint venture or an LLC, the Offeror shall describe whether or not the Joint Venture or LLC will be populated or unpopulated.~~

If the Offeror’s proposed organization is a joint venture, newly-formed Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship created for the purpose of performing under a resultant contract, the Offeror shall provide a complete copy of the teaming agreement(s) and operating agreement (if applicable) that describes the business arrangement between the entities. Proposals received from a joint venture, team or LLC ~~must~~ shall identify in the agreement documentation the one member/partner that will have a majority interest and be responsible for the Offeror’s actions.

The Offeror shall also provide copies or drafts of any applicable mentor/protégé agreements or arrangements, and/or arrangements with major or critical subcontractors. After award, DOE reserves the right to require consent to subcontract(s) for each of the proposed major or critical subcontractors or participating members/companies in accordance with FAR 52.244-2, Subcontracts (Section I).

~~(d) Corporate Governance Plan. The Offeror shall provide a Corporate Governance Plan as required by the Section H clause entitled “*Corporate Governance Plan*.”~~

The Joint Ventures and/or LLCs and/or Any Other Teaming Arrangement documentation described above, including the Corporate Governance Plan, will become part of the resulting contract as Section J, Attachment J-7.

- (e) Performance Guarantee Agreement. A fully completed and executed Attachment L-111, titled, Performance Guarantee Agreement, from the ultimate corporate parent(s), which will become part of the resulting contract as Section J, Attachment J-8. The Section H provision entitled “Performance Guarantee Agreement” requires the Offeror’s parent organization(s) or all member organizations if the Offeror is a joint venture, Limited Liability Company, other similar entity, or a newly formed entity to guarantee performance of the contract. If the Contractor is a joint venture, newly-formed Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship created for the purpose of this procurement, the parent companies of all the entities forming the new entity shall each provide Guarantees for joint and severable liability for the performance of the Contractor. In order to consider the financial or other resources of the corporate parent(s), the parent(s) must be legally bound to provide the necessary resources to the prospective Offeror and assume all contractual obligations of the prospective Offeror.
- (f) Community Commitment Plan. The Contractor 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, “*Contractor’s Community Commitment Plan.*” The Plan will become part of the resulting contract as Section J, Attachment J-9.
- (g) Small Business Subcontracting Plan.
1. A completed and acceptable Small Business Subcontracting Plan is required to be submitted in accordance with the Section I, FAR Clause 52.219-9, Small Business Subcontracting Plan, Alternate II, and proposal instructions herein. This plan will become part of the contract as Section J, Attachment J-10 entitled, *Contractor’s Small Business Subcontracting Plan.*
 2. To be considered acceptable, the Offeror’s plan shall address, in adequate detail, each of the eleven elements identified in FAR 52.219-9(d). Failure by a large business Offeror to submit and/or negotiate a subcontracting plan that addresses each of the eleven elements identified in FAR 52.219-9(d) in adequate detail may make the Offeror ineligible for award of a contract.
 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 specific subcontracting goals for various small business categories.

4. Proposed small business goals shall be the percent of total subcontracted work specified in the Contractor's Small Business Subcontracting Plan.
- (h) Representations, Certifications, and Other Statements of Offerors. Representations, Certifications, and Other Statements of Offerors (Section K), shall be fully executed by an authorized representative of the Contractor and included as part of Volume I. The most recent copy of the FAR report associated with Contractor's "Reps & Certs" SAM record shall be submitted within Volume I. DOE will also review and verify the Contractor's most recent FAR 52.204-8 Annual Representations and Certifications via the System for Award Management (SAM) at <https://www.sam.gov> by downloading a copy of the FAR report associated with Contractor's "Reps & Certs" SAM record.
- (i) FOCI As a part of completing Section K, the Offeror shall provide in Volume I, the original signed and completed FOCI packet, containing the original SF-328 "Use of Certificate Pertaining to Foreign Interests," "Summary of FOCI Data Sheet," and if applicable, "Representative of Foreign Interest Statement."
- (j) The Offeror's EVMS documentation required under Section K Provision entitled, *Notice of Earned Value Management System*.
- (k) The Offeror shall submit a current and valid EVMS certification with the proposal. If the Offeror is a newly formed joint venture, LLC, or other similar entity, and does not have a certified EVMS, the certified EVMS system of a parent entity can be substituted if it is proposed to be migrated to the newly formed entity and employed under the contract. In the absence of a certified EVMS, the contractor shall submit an EVMS Certification Plan to DOE with the proposal;
- (l) Organizational Conflicts of Interests. The Offeror, including each entity participating in a joint venture, LLC, or teaming agreement thereof as defined within the Section H clause "Corporate Governance Plan," including any entity comprising the contractor team arrangement thereof as defined by FAR 9.601 as well as any major or critical subcontractor(s) shall provide a fully executed Section K.5, Organizational Conflicts of Interest Disclosure and any necessary statements required by the provision. If the Offeror believes there is an existing or potential OCI, the Offeror shall submit an appropriate draft mitigation plan in accordance with the requirements of Section H clause *Organizational Conflicts of Interest Management Plan*. If the Department identifies an existing or potential OCI, the Offeror shall submit any information requested by the Department, including a draft mitigation plan.
- ~~(m) Automated Clearing House (ACH) Form. The Offeror shall complete the ACH Form, see Attachment L-1.~~

~~(n)(m)~~ Equal Opportunity Compliance. The Offeror shall provide all of the information required to perform a pre-award on-site equal opportunity compliance evaluation in accordance with FAR 52.222-24. This information shall include the company name, address, phone number and the point of contact for EEOC. This information shall be provided for the Offeror, as well as, each joint venture member; members of a newly formed entity, including LLCs, formed for the purpose of performing this Contract, or members of similar entities. Additionally, each first tier subcontractor with a subcontract of \$10 million or more is required to provide the information described above, ~~and~~

~~(o)~~ Section I, Contract Clauses. The Offeror shall complete the following clauses in Section I, if applicable:

- ~~1. FAR 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011)~~
- ~~2. FAR 52.223-3, Hazardous Material Identification and Material Safety Data (Jan 1997) — Alternate I (JUL 1995)~~
- ~~3. FAR 52.227-23, Rights to Proposal Data (Technical) (JUN 1987)~~
- ~~4. DEAR 952.227-82, Rights to Proposal Data (APR 1994)~~

L.7 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME II, TECHNICAL AND MANAGEMENT PROPOSAL

(a) General

Volume II, Technical and Management Proposal shall consist of written information intended to present the Offeror's understanding, capabilities and approach to satisfy the requirements of the [RFP solicitation](#). The Contractor shall address those portions of the [Performance Work Statement \(PWS\)](#) pertinent to the evaluation criteria specified in Section M. The proposal shall provide straight-forward, concise delineation, and sufficient detail to demonstrate the Contractor's approach to successfully perform the PWS. The proposal shall not merely offer to perform work in accordance with the PWS.

In order that the Technical Proposal may be evaluated strictly on the technical merit of the material submitted, no price/cost information shall be included in the Technical Proposal except for the size descriptions of the work the Offeror, its teaming members, and/or major or critical subcontractors are proposed to perform that are to be provided in the Attachment L-3 Past Performance and Relevant Experience Reference Information Forms.

(b) Specific Areas to be Addressed

Volume II, Technical and Management Proposal, shall consist of the following specific components:

Factor 1: ~~Relevant~~ Past Performance

Factor 2: Technical and Management Approach

Factor 3: Key Personnel and Organizational Structure

Factor 4: Relevant Experience

(1) Factor 1: ~~Relevant Past Performance~~ *(The past performance write-up section shall be limited to the Attachment L-3, Past Performance and Relevant Experience Reference Information Form, which is limited to five pages per contract or project; and the Attachment L-5, List of Contracts Terminated for Default or Convenience, no page limit.)*

- (i) The Offeror, including each entity participating in a joint venture, LLC, or teaming agreement thereof as defined within the Section H clause “Corporate Governance Plan.”~~including any entity participating in the teaming arrangement thereof, as defined by FAR 9.601,~~ and major or critical subcontractor(s) shall submit past performance information for contracts or projects currently ongoing or completed within the last five (5) years from the date of the solicitation that encompass work similar to the size, scope and complexity of the requirements of the PWS. Size is defined as contract dollar value and duration; Scope is defined as the type of work (e.g. work as identified in the PWS); and Complexity is defined as performance challenges (e.g., types of waste and associated processing through final disposition; handling, storage and transfer of spent nuclear fuel; maintaining and operating aging nuclear facilities; complex regulatory environment; quality assurance requirements such as 10 CFR Part 50 Appendix B, 10 CFR Part 830.120, or their equivalents; relevant RCRA and CERCLA experience; interfaces with multiple site contractors; and management of a multi-disciplined workforce that includes integrated unions performing various and differing aspects of a project; etc.). Work performed for DOE’s Office of Environmental Management generally will be considered at least Somewhat Relevant.

Provided past performance information shall be submitted as described below:

- The Offeror, including each entity participating ~~in in the a joint venture, LLC, or teaming arrangement agreement~~ thereof as defined ~~by FAR 9.601~~within the Section H clause “Corporate Governance Plan,” shall submit an Attachment L-3, Past Performance and Relevant Experience Reference Information Form for three (3) contracts or projects.
- Each of the Offeror’s major or critical subcontractor(s), ~~proposed to perform work with a value of \$100 million or more over the contract period (including options)~~as defined in Section L.5 (c), shall submit an Attachment L-3, Past Performance and Relevant Experience Reference Information Form for two (2) contracts or projects.
- The Offeror’s subcontractor(s), ~~not performing work with a value of \$100 million or more over the contract period (including options)~~defined as a major or critical subcontractor per L.5 (c) and not listed in a teaming arrangement, are not required to submit past performance information and any submitted information will not be evaluated.

- On Attachment L-3 under item 20, the Offeror, including each entity participating in a joint venture, LLC, or teaming agreement thereof as defined within the Section H clause “Corporate Governance Plan.”~~each entity participating in the teaming arrangement~~, and major or critical subcontractor(s) shall provide the past performance information for each referenced contract regarding any problems they encountered and the corrective actions that they took to resolve those problems. The Attachment L-3, Past Performance and Relevant Experience Reference Information Form, shall be limited to a total of 5 pages per contract or project. The contracts/projects referenced for each entity shall be the same contracts/projects provided for Factor 4 - Relevant Experience below. The Offeror may amend the format for Attachment L-3, Past Performance & Relevant Experience Reference Information Form, as long as the exact information, font and size, and page limitations are followed.
- (ii) The Offeror, including each entity participating in a joint venture, LLC, or teaming agreement thereof as defined within the Section H clause “Corporate Governance Plan.”~~including any entity participating in the teaming arrangement thereof, as defined by FAR 9.604~~, and major or critical subcontractor(s) shall forward the Attachment L-4, Past Performance Cover Letter and Questionnaire, to the appropriate point of contact for each contract or project cited on an Attachment L-3 not performed for the DOE Office of Environmental Management (EM) ~~and or~~ for which no contractor performance data is available in the Past Performance Information Retrieval System (PIRS). The point of contact for each contract or project shall complete and forward the questionnaire directly to the Contract Specialist, identified in the Sample Past Performance Letter (Attachment L-4 (Part - A)). The information provided by the point of contact must be sufficient to enable cross-referencing of the questionnaire to the corresponding Attachment L-3, Past Performance and Relevant Experience Reference Information Form, for the contract or project. The Offeror shall be responsible for following up with the point of contact to ensure that the questionnaire has been completed and returned to the DOE Contract Specialist on time. However, DOE receipt of the questionnaires is not subject to the Section L Provision, “52.215-1, Instructions to Offerors – Competitive Acquisition” related to late proposals. Forms not received by the proposal due date may not be considered if consideration will unduly delay evaluations. The Offeror may contact the Contract Specialist at the e-mail provided in this solicitation to confirm the receipt of any questionnaires.
- (iii) The Offeror, including each entity participating in a joint venture, LLC, or teaming agreement thereof as defined within the Section H clause “Corporate Governance Plan.”~~including any entity participating in the teaming arrangement thereof, as defined by FAR 9.604~~, and major or critical subcontractor(s) shall provide Attachment L-5, List of Contracts Terminated for Default or Convenience (partially or completely) within the past 5 years from the date of the solicitation with an explanation for the termination provided for the Offeror or other teaming participant and/or major or critical subcontractor for which Past Performance and Relevant Experience Reference Information Forms are being provided.

- (iv) DOE may obtain Past Performance information through all available sources, including Federal Government electronic databases (e.g. PPIRS), readily available Government records (including pertinent prime contracts), and sources other than those identified by the Contractor.
- (v) As past performance information is source selection information, the Government will only discuss past performance information directly with the prospective prime contractor, team member, or subcontractor that is being reviewed. If there is adverse past performance associated with a proposed contractor's, subcontractor's or team member's past performance, the Offeror can be notified of the existence of the adverse past performance, but no details will be discussed without the subcontractor's or team member's permission.

(2) Factor 2: Technical and Management Approach (*The technical and management approach section shall not exceed 40-50 pages. The Waste Process Flow Diagram(s), Staffing Plan and the Integrated Schedule are not counted as a part of the page limitation.*)

The Contractor shall fully describe its technical approach to achieve the PWS objectives and activities (for the full scope of contract performance, including all priced options) in the following areas:

- CERCLA Remediation;
 - Waste Management;
 - Liquid Waste Facility Closure; and
 - Spent Nuclear Fuel Surveillance, Maintenance and Stabilization Management
- ~~The Contractor shall provide its general technical understanding of the EM Facility Infrastructure as well as the and Program Management and Support Functions following PWS elements within the PWS (for the full scope of contract performance, including all priced options). ~~EM Facility Infrastructure; and~~~~
 - ~~Program Management and Support Functions~~
A detailed technical approach is not required; however, sufficient detail shall be provided to enable the Government to ascertain the Offeror's comprehension of how the EM Facility Infrastructure as well as the Program Management and Support Functions are integrated into the overall effort. ~~Sufficient detail shall be included to enable the Government to ascertain the Contractor's comprehension of the scope of work to be performed and how such work will be integrated into the overall effort. However, a detailed technical approach is not required.~~ Therefore, restating the PWS requirements will not adequately demonstrate such understanding. ~~EM Facility Infrastructure; a Program Management and Support Functions~~

The Offeror shall describe any technical assumptions used to determine its technical approach and/or support its technical understanding. The Offeror shall describe the

facilities and equipment to be used, and any key interfaces with DOE, stakeholders or other external organizations necessary to perform the PWS ~~used to determine its technical approach and/or support its technical understanding~~. The Offeror's technical approach and technical understanding shall be discussed using the organization of the work set forth in the PWS. The Offeror shall not propose its own WBS structure for this solicitation.

The Offeror shall describe its approach for the consolidation of two prior incumbent contractors' scopes of work and potential future contractor interfaces to ensure efficient, effective performance and safe execution of the PWS throughout the contract period of performance.

The Offeror's approach shall describe how the debris, solids, and soil (hereafter referred to as waste types) identified in the PWS (Section C.5.0 and corresponding Section C exhibits) will be compliantly characterized, processed, stored, transported, and dispositioned. The Offeror's approach shall be described per each waste program, i.e., CH-TRU (C.5.1 and C.5.2), RH-TRU (C.5.3 and C.5.4), and CH M/LLW (C.5.5), and shall include estimated quantities anticipated to be processed for each waste type under each program during the contract period. The Offeror shall provide a reconciliation of initial waste quantities retrieved and the resultant disposition waste quantities by fiscal year. The technical approach shall include discussion for the various waste types as identified above, including challenging constituents (e.g., pyrophoric waste, PCB contaminated waste, squeezants (residual liquid from compaction), oversized items, sodium contaminated, etc.).

The Offeror's technical approach description for the CH-TRU (C.5.1 and C.5.2), RH-TRU (C.5.3 and C.5.4), and CH M/LLW (C.5.5) waste programs shall include an accompanying waste process flow diagram(s) for the waste program identifying each step from retrieval/exhumation through disposal for the waste inventory identified in the following Section C Exhibits: C-8 through C-12; and C-14 through C-16, including waste anticipated to be generated during the contract period. For each waste program, the flow diagram shall detail the specific steps for how waste will be retrieved (both intact and breached boxes/drums), characterized, repackaged, processed, sorted and/or reduced (due to void space) to allow a full understanding of the Offeror's approach to meeting the WAC for disposition of each waste type. For example purposes only, DOE has posted to the ICP Core Documents Library (<https://www.emcbc.doe.gov/SEB/ICPCORE/Document%20Library.php>) current waste process flow diagrams for industry information. The current waste process flow diagrams posted for industry information do not supersede the assumptions contained with Attachment L-8 of this solicitation. The number of flow diagram(s) required and associated content within depends on the Offeror's technical approach.

~~The Offeror's approach shall also describe how the various waste types and quantities identified in the PWS (Section C.5.0 and corresponding Section C exhibits) will be~~

~~processed and stored including transport and final disposition. In addition, the Offeror shall identify specific waste types and quantities anticipated to be generated during the contract period, and describe how it will be processed and stored including transport and final disposition. The Offeror shall provide a process flow diagram(s) identifying its technical approach to address each waste stream, including waste anticipated to be generated during the contract period, describing by quantity (cubic meter) each step from retrieval/exhumation through disposal. The Offeror shall provide a flow diagram for CH-TRU (C.5.1 and C.5.2), RH-TRU (C.5.3 and C.5.4), and CH-M/LLW (C.5.5) wastes, which includes waste newly generated during processing.~~

The Offeror shall provide a detailed Staffing Plan that addresses the ability to obtain, retain, and maintain the depth and breadth of qualified staff necessary to accomplish the work in a safe and efficient manner. The Staffing Plan shall describe the Offeror's 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 (for the full scope of contract performance, including the transition period and all priced options). The Offeror shall particularly address any ramp-up or ramp-down of employment and the associated impacts to productivity during transition and throughout the contract period. The Offeror's Staffing Plan shall reflect the proposed skill mix by FTE for each contract year necessary to perform the required services described in the PWS.~~The Offeror shall provide a Staffing Plan for all personnel that reflect the Offeror's proposed skill mix by FTE per each contract year to the level established in the PWS necessary to perform the required services described in the PWS.~~ The Staffing Plan shall be incorporated into any resulting contract in Section J, Attachment J-11.

The Offeror's management approach to contract transition shall describe the process, rationale and planned activities for conducting a safe, orderly transition; minimizing impacts on continuity of operations; identifying key issues that may arise during transition and resolutions; the approach to overcoming barriers; and planned interactions with DOE, the incumbent Contractors, incumbent employees, and other site Contractors. The Offeror shall provide an implementation schedule identifying transition milestones and associated activities. This implementation schedule shall be incorporated into the integrated schedule described in the paragraph below. The Offeror should assume for proposal preparation purposes that the transition period will be three (3) months from written Notice to Proceed before assuming full authority and responsibility for the activities defined in the PWS.

The Offeror shall provide an Integrated Schedule (for the full scope of contract performance, including the transition period and all priced options) consistent with its proposed technical approach that provides specific schedule elements. Within the schedule, the Offeror shall clearly identify key milestones, deliverables, logic ties,

predecessor and successor relationships, activity durations, float, and the critical activities to complete the PWS work scope.

(3) Factor 3: Key Personnel and Organizational Structure *(The key personnel and organizational structure section shall not exceed ten (10) pages, exclusive of resumes and Letters of Commitment. The Key Personnel Resumes are limited to four pages for each resume)*

A. Key Personnel:

The Offeror shall propose Key Personnel positions and the individuals who will serve in those Key Personnel positions it considers essential to the successful management and execution of the work proposed to be performed under the contract. The Key Personnel positions shall include, at a minimum:

- Program Manager
- ESH&QA Manager
- Business Manager

In addition, the Offeror may propose up to five other key personnel that are critical to the overall performance of the contract. The Offeror shall provide its explanation for the designation of Key Personnel positions relative to how the proposed positions will contribute to the effectiveness of the Offeror's organizational structure and the Offeror's capability to successfully perform the PWS. The explanation for the designation of Key Personnel positions shall include a rationale for the selection of the Key Personnel named by the Offeror. The Offeror shall discuss the proposed Key Personnel authority level and access to corporate resources. The Offeror shall also discuss its approach for retention of Key Personnel.

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

The Offeror shall provide written resumes using the format in Attachment L-2 for each proposed Key Person in order to describe each Key Person's suitability for the proposed position. Each resume shall include three (3) (and only 3) references. Offerors are advised that the Government may contact any or all references. The DOE reserves the right to use any information received as part of its evaluation of the Key Personnel. Do not provide resumes of non-key personnel. Only one resume may be submitted per key person, and each key person may fill only one Key Personnel position. Each resume shall not exceed four (4) pages in length. Additional pages will not be evaluated. The Key Personnel identified by the Offeror will be subject to the clause in Section I entitled, *DEAR 952.215-70 Key Personnel*.

The Offeror shall provide a signed Letter of Commitment from the proposed key personnel. A signed Letter of Commitment shall be attached to each resume and will be excluded from the page limitation for the resumes. 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 Contractor) receives the award and will perform in the proposed position for a minimum of two years following the contract award date.”

Failure to propose the three required Key Personnel positions will result in the Offeror’s proposal being eliminated from further consideration for award. Additionally, failure to submit a Letter of Commitment and/or to provide resumes in the specified format may result in a lowered rating or the Offeror’s proposal being eliminated from further consideration for award.

B. Organizational Structure:

The Offeror shall describe its organizational structure and approach to include the following:

- (i) Organizational Chart. The Offeror shall provide an organizational chart graphically depicting the Offeror's proposed internal organization of its personnel positions and employer, including the locations of all proposed key personnel. All major functional areas, which the Offeror considers essential for the management of the PWS, should be reflected in the organizational chart.
- (ii) Rationale for Organizational Structure. The Offeror shall describe the rationale for the chosen organizational structure including the Offeror’s use of subcontracting or teaming arrangements (if any), including joint venture, LLC, or teaming agreement thereof as defined within the Section H clause “Corporate Governance Plan,” as defined by FAR 9.604, to accomplish the PWS in accordance with the proposed Technical and Management Approach. The Offeror shall identify the specific business relationship (subcontract, teaming agreement, etc.) between the Offeror and each entity proposed to perform work, each entity’s proposed percentage of work to be performed, and a brief description the work the entity is proposed to perform.
- (iii) Roles and Responsibilities and Lines of Authority.
 - a. The Offeror shall describe the roles and responsibilities for the major functional areas of the organization and the lines of authority between organizational elements. The Offeror shall describe the roles and responsibilities and lines of authority between the Offeror and any teaming partners and subcontractors, including access to key personnel and the approach for monitoring and ensuring teaming partner and/or subcontractor performance, including incentives for performance and disincentives for lack of performance.
 - b. Describe how these roles and responsibilities align to the PWS.

- (iv) Interfaces. The Offeror shall describe organizational responsibilities and its approach to interfacing with any outside entities that relate to, or affect, the performance of the work, including the DOE, other DOE prime contractors, regulatory agencies, state and local government, the public and other entities.
- (v) Business Systems: The Offeror shall describe how its organization and business systems support implementation of the Technical and Management Approach proposed and provide control and accountability for contract performance.
- (vi) Subcontractors.
 - a. The Offeror shall describe the rationale for the proposed performance of work by subcontractors as opposed to the Offeror's own employees, including its process to identify distinct subcontracts that can be performance-based and/or performed on a fixed-price subcontracting basis and how these subcontracts will be competed after contract award in a timely and effective manner.
 - b. The Offeror shall describe how the subcontractor's work will be integrated and controlled within the overall work to be performed.
 - c. The Offeror shall describe its approach to achieving its Small Business Subcontracting Plan in performance of the work. The Offeror shall describe how it will establish small business work scopes and how they will be competed after contract award in a timely and effective manner.

(4) Factor 4 - Relevant Experience *(The relevant experience write-up shall be limited to the Attachment L-3, Past Performance and Relevant Experience Reference Information Form, which is limited to five pages per contract or project)*

The Offeror, including each entity participating in a joint venture, LLC, or teaming agreement thereof as defined within the Section H clause "Corporate Governance Plan," including any entity participating in the teaming arrangement thereof, as defined by FAR 9.601, and the Offeror's major or critical subcontractor(s) shall provide a completed Attachment L-3, Past Performance and Relevant Experience Reference Information Form, for three (3) contracts/projects similar in size, scope and complexity to the functions of the PWS. If the Offeror is a newly formed entity, the Offeror shall provide experience information on three (3) contracts/projects for each parent organization(s) or each member organization. These contracts/projects shall have been completed within the last five (5) years from the date of the solicitation or be currently ongoing. Relevant experience information shall describe the entity's relevant experience on that contract or project performing work similar in size, scope and complexity to the functions of the PWS that the entity is being proposed to perform as identified in Item 16 of the Attachment L-3 form. Size, scope and complexity are defined as follows: size - dollar value and contract duration; scope - type of work (e.g., work as identified in the PWS); and complexity - performance challenges (e.g., types of waste and associated processing through final disposition; handling, storage and transfer of spent nuclear fuel; maintaining and operating aging nuclear facilities; complex regulatory environment; quality assurance

requirements such as 10 CFR Part 50 Appendix B, 10 CFR Part 830.120, or their equivalents; relevant RCRA and CERCLA experience; interfaces with multiple site contractors; and management of a multi-disciplined workforce that includes integrated unions performing various and differing aspects of a project; etc.). The nature and scope of the work performed and any factors demonstrating relevancy to successfully completing the requirements of the PWS including any improvements implemented in the performance of the work shall be described. All information provided shall describe, in sufficient detail, the portion of the PWS that will be performed by the Offeror, or entity participating in a joint venture, LLC, or teaming agreement thereof as defined within the Section H clause “Corporate Governance Plan,” ~~participating in the teaming arrangement,~~ or major or critical subcontractor (s); and what portion of work the Offeror, or entity, or major or critical subcontractor (s) performed on the referenced contract or project provided for relevant experience.

Information pertaining to Factor 4 – Relevant Experience shall only be provided within Attachment L-3. The Past Performance and Relevant Experience Reference Information Form shall be limited to a total of 5 pages per contract or project. DOE does not want and will not evaluate a summary section highlighting relevant experience that is submitted in addition to Attachment L-3. All information provided under this Factor by the Offeror shall be described in sufficient detail to enable the Government to clearly identify and define the portion of work to be performed by each entity (Offeror, major or critical subcontractors, and/or teaming participants) under the Offeror’s proposed approach. The contracts/projects referenced for each entity shall be the same contracts/projects for which Past Performance information is provided for Factor 1 - ~~Relevant~~ Past Performance above.

L.8 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME III, COST AND FEE PROPOSAL

Offerors shall provide proposed cost and fee by providing a completed Section B. The Offeror shall submit a completed Section B by completing the fill-ins located in Section B.2 – Contract Cost and Fee Schedule, Section B.3 – CLIN 00001 – Cost Incentive, Schedule Milestones, Annual Milestones and Performance Incentives Fee Allocations and Calculations, Section B.4 – CLIN 00002 Cost Incentive and Schedule Milestone Fee Allocations and Calculation and Section B.6 Contract Performance Ceiling, in accordance with the instructions in this provision. Offerors shall provide proposed cost and fee by CLIN for all PWS activities included in Section L, Attachment L-6 entitled “Cost Proposal Worksheets.”

Instructions – Cost and Fee Proposal – The Offeror shall prepare its cost proposal in accordance with the following instructions:

- (a) All cost and fee information shall be included in Volume III of the proposal. None of the information contained in Volume III shall be included in any other proposal volumes unless specifically requested in the solicitation.
- (b) All pages in the Volume III Cost Proposal including forms, tables, and exhibits shall be numbered and identified in a volume table of contents. The cost proposal shall be sufficiently complete so that cross-referencing to other proposal volumes is not necessary. There is no page limitation on the cost proposal. Offerors shall complete Section L, Attachment L-6 Cost Proposal Worksheets and L-7 Consolidated Direct Cost Schedules provided in the cost proposal exhibits. Offerors shall fully prepare Attachments L-6 and L-7, at the level of detail indicated in the Attachments and related instructions. The Offeror shall use the organization of work set forth in the PWS as the WBS for its cost proposal. The Offeror shall not propose its own WBS structure for this solicitation unless otherwise instructed within these proposal preparation instructions.
- (c) Cost Assumptions – Cost assumptions are being provided to the Offerors which are contained in Attachment L-8 of the solicitation entitled “Cost Assumptions.” The Offerors shall consider and use all of the cost assumptions when preparing the cost proposal.
- (d) For proposal preparation purpose, Offerors shall assume a 90 day Contract Transition Period, with a Transition start date of ~~January-March~~ 1, 2016. Offerors shall assume full responsibility for the performance of the contract requirements, or contract effective date, of ~~April-June~~ 1, 2016. Proposed cost shall be on a 12 month Contract Period (CP) from October 1 through September ~~31-30~~ with the exception of the first ~~and last~~ year. The first contract ~~year-period~~ shall include the proposed costs from ~~January-June~~ 1, 2016 through September 30, 2016. The period of performance extends through ~~March-May~~ 31, 2021. The Offeror shall propose cost for each ~~year-contract period~~ and in total corresponding to the costs for performing the PWS.
- (e) The applicable site seniority lists, redacted of Personally Identifiable Information (PII), will be provided to interested Offerors, and will be updated after contract award to the successful Offeror to reflect any changes. For informational purposes, historical direct labor rates for non-union employees and the existing Collective Bargaining Agreements for the incumbent Contractors are available to interested Offerors upon request. This information applies to the Idaho Treatment Group L.L.C. Contract DE- EM-0001467 (ITG DOE Contract), and the CH2M/WG Idaho L.L.C. Contract DOE-AC07-05ID14516 (CWI DOE Contract).
- ~~(e)~~(f) For proposal preparation purposes, Offerors shall assume a planned funding profile per the Government Fiscal Year (GFY) as follows:

CLIN	Transition (March 1, 2016 through May 31, 2016)	Contract Period 1 (January 1, 2016 + June 1, 2016 through September 30, 2016)	Contract Period 2 (October 1, 2016 through September 30, 2017)	Contract Period 3 (October 1, 2017 through September 30, 2018)	Contract Period 4 (October 1, 2018 through September 30, 2019)	Contract Period 5 (October 1, 2019 through September 30, 2020)	Contract Period 6 (October 1, 2020 through March 31, 2021)	Total
CLIN 00001 – Target ICP-Core DOE Mission Work (including options)		\$154M ¹⁰ 0M	\$312M	\$327M	\$288M	\$242M	\$50M ¹⁰ 5M	\$1,373 4 ⁴ M
CLIN 00002 – NNPP-PPF			\$15M	\$15M ³⁰ M	\$30M	\$30M		\$90M
CLIN 00003 – NNPP-SNF		\$21M	\$21M	\$17M				\$59M
CLIN 00004 - Transition	\$6M	\$6M						\$6M
CLIN 00006 – IWTU		\$136M	\$420 ² M					\$56 8 ⁸ M

The provided funding profile represents the government’s estimate as of the date of the solicitation of future funding. This assumed funding is not a guarantee of available funds; additional funding made available could be used for in-scope work activities. Actual funding may be greater or less than these estimates. There is no commitment by DOE to request funds equivalent to this assumed funding. Available funds depend on Congressional appropriations and priorities within the DOE. The provided funding profile covers the total estimated cost and fee described in Section B.

(f)(g) Proposed Fee:

CLIN 00001 – The Offeror shall propose up to a ten percent (~~10~~⁷%) target fee applied to the proposed costs for all work activities identified as CLIN 00001 work. Additionally, the Offeror shall propose up to a fifteen percent (15%) maximum fee applied to the proposed costs for all work activities identified as CLIN 00001 work. Target and Maximum fee is divided into two areas: (1) cost incentives and (2) schedule and annual milestones, including performance incentives. The computation of the cost incentive is 35% of the target and maximum fee. Schedule and Annual Milestones, including performance incentives is 65% of the target and maximum fee. Schedule and Annual Milestones, including performance incentives fee is subdivided into schedule milestones, annual milestones and performance incentives. Offerors may earn the maximum schedule incentive fee by performing all work by the early date. Offerors may earn the target schedule incentive fee by performing all work by the target date. The Offeror shall provide a separate computation of the proposed fee dollar amounts allocating the dollar amounts between Cost Incentive, Schedule Milestones (SM-1 through SM-6), Annual Milestones (AM-1 through AM-4) and Performance Incentives (PI-1 through PI-~~43~~) as described in Section B. The current Schedule Milestones (SM-1 through SM-6), Annual Milestones (AM-1 through AM-4) and Performance Incentives (PI-1 through PI-~~43~~) are comprised of the CLIN 00001 Base Work. The fee values for each of these Schedule Milestones, Annual Milestones and Performance Incentives do not include any of the CLIN 00001 options. If the contract is modified and/or options are exercised under

CLIN 00001, the allocation of fee dollar values per B.3 (~~ee~~) will be determined at that time.

CLIN 00002 - The Offeror shall propose a target fee NTE ~~40~~7% and a maximum fee NTE 15% of estimated cost. Target and Maximum fee is divided into two areas: (1) cost incentives and (2) schedule milestones. The computation of the cost incentive is 35% of the target and maximum fee. Schedule milestones incentives is 65% of the target and maximum fee. Offerors may earn the maximum schedule incentive fee by performing all work by the early date. Offerors may earn the target schedule incentive fee by performing all work by the target date.

In order to facilitate computation of Section B.2(a) “Contract Cost and Fee Schedule” table, Section B.3(~~de~~) “CLIN 00001 – Cost Incentive, Schedule Milestones, Annual Milestones and Performance Incentives Fee Allocations and Calculations”, and B.43(~~de~~) “CLIN 00002 – Cost Incentive and Schedule Milestone Fee Allocations and Calculations”, the Offeror shall use the provided ~~L-9~~ “Computation of Section B Cost and Fee” hybrid fee model worksheet in Section B. The spreadsheet requires Offerors to ONLY input the total estimated cost and proposed target and maximum fee percentages (up to the Not to Exceed Percentages). The spreadsheet will compute all of the required fill-ins for the stated Sections above.

Cost incentive computation for both CLIN 00001 and 00002 will be computed on an 80%/20% (government/contractor) ratio. Target fee shall increase by \$.20 for every allowable cost dollar claimed less than the target cost. Conversely, target fee shall be decreased by \$.20 for every allowable cost dollar claimed more than the target cost.

CLIN 00003– The Offeror shall propose a fixed fee (NTE ~~7% of the estimated cost~~)~~0%~~ for all work activities associated with PWS C.7.5.33.01 (NNPP).~~;~~

CLIN 00004 – The Offeror shall propose no fee for the Contract Transition Period.

CLIN 00005 - The Offeror shall propose no fee for the Defined Pension Benefits.

CLIN 00006 – The Offeror shall propose a fixed fee per unit (NTE \$8.00 per unit, NTE 12.5% of proposed cost), whereby the unit equates to a gallon of sodium bearing waste treated, for the work activities associated with PWS C.6.1.01 (IWTU Operations an Turnover).

For proposal preparation purposes, all CLIN 00001 Options will have cost incentives only. After contract award and prior to exercising any/or all of the options, cost, schedule, annual and performance incentive will be negotiated with the awardee. Option CLINs 00001a, 00001b, 00001c, 00001d, 00001e, 00001f and 00001g, the Offeror shall propose a target fee NTE 7% and a maximum fee NTE 15% of the estimated cost (Option CLINs’ target and maximum fee percentages shall be the same as proposed for CLIN 00001 target and maximum fee percentages). Cost incentive computation for all CLIN Options will be computed on an 80%/20% (government/contractor) ratio. Target fee

shall increase by \$.20 for every allowable cost dollar claimed less than the target cost. Conversely, target fee shall be decreased by \$.20 for every allowable cost dollar claimed more than the target cost.

~~(g)~~(h) Proposed Schedule – The Offeror shall provide a resource loaded schedule (utilizing the Oracle’s Primavera P6 Enterprise Project Portfolio Management© software) including key milestones, deliverables, logic ties, predecessor and successor relationships, activity durations, float, and the critical activities to complete the PWS work scope, including the priced options work scope work scope. The electronic version shall be working files and include logic ties. The schedule shall be fully traceable to Volume II, Technical and Management Proposal. For those PWS elements for which DOE provided cost, the schedule shall reflect the provided cost as a resource, consistent with the FY period allocation in Attachment L-8 Cost Assumptions.

~~(h)~~(i) Offeror Proposed Cost:

(i.) Joint Venture Partners and Subcontractors ~~s~~ over \$~~100-50~~ million – The Offeror’s cost proposal shall identify the scope and proposed costs for all joint venture partners and subcontractors over \$~~100-50~~ million and require the Joint Venture Partners and Subcontractors over \$~~100-50~~ million to provide the detail required in L.8(~~hi~~)(ii) through (x). For Joint Venture Partners and/or subcontractors over \$~~100-50~~ million, a cost proposal shall be provided and shall be reconciled to the Offeror’s proposed costs and shall be consistent with the Offeror’s technical proposal. Cost data shall be fully supported. It is acceptable for each Joint Venture Partner and/or subcontractor over \$~~100-50~~ million to submit sealed envelopes containing a separate set of cost worksheets, Attachment L-6 and L-7, with its proposal for the proposed Joint Venture Partner and/or Subcontractor costs over \$~~100-50~~ million work by the proposal due date.

(ii.)Basis of Estimate – Provide a Basis of Estimate (BOE) thoroughly documenting all estimates consistent with the Offeror’s Technical and Management Proposal. A BOE description shall be provided corresponding to the PWS’ ~~outlined in Attachment L-6~~. The detailed narrative description shall include how the proposed cost by cost element were derived, including summary of work scope, source of estimate information, summary statement of site condition (including all major assumptions used in establish the site condition by PWS), supporting rationale, summary of estimating rationale, process and assumptions (including major assumptions used to establish the Offeror’s cost to perform the solicitation requirements), and other related information to provide clarity and understanding of the Offeror’s BOE. Offerors shall clearly indicate for each PWS by cost element (direct labor, indirect rates, direct materials, etc.): (1) what data is existing and verifiable, (2) judgmental factors applied in projection from known source data to the estimate, (3) key assumptions (not in conflict with the PWS), and (4) the basis of each cost element. Offerors shall provide sufficient detail to demonstrate reasonableness and realism. Offerors shall not propose allowances or factors as part of its proposal with the exception of small tools

and Fuel, Oil Gas and Maintenance (FOGM), if consistent with the Offeror's estimating practices and are supportable.

The BOE shall be a standalone document within Volume III, separate from the estimate calculations. Back-up documentation supporting the pricing from the Offeror's estimating software shall be provided detailing the proposed costs including showing all labor hours by labor category cumulative for the project and by each contract period and quantities and unit pricing for other than direct labor costs cumulative for the project and each contract period (for example, number of units multiplied by unit costs of material).

For each of the schedule milestones, annual milestones and performance incentives, the Offeror shall provide a schedule, along with supporting rationale and information, on how the Offeror will accomplish each schedule milestone, annual milestone and performance incentive. The schedule(s) shall support and reconcile to the proposed fee in Section B.

- (iii.) Cost Element - The cost proposal shall be provided by major cost elements in accordance with FAR Table 15-2: direct labor (including labor categories, direct labor hours and direct labor rates for each labor category type), fringe benefits, direct labor overhead (if applicable), material, material handling overhead (if applicable), equipment (including capital investments and FOGM), Joint Venture/LLC Member/Other Teaming Arrangement/Major Subcontractor over \$~~100~~50 million (shall be individually estimated and provided for by major cost elements as described in this paragraph), other subcontract cost, personal protective equipment (PPE), Off-site sampling and analytical waste characterization (e.g. sampling, analytical costs), off-site waste treatment, - waste container packaging (including waste container costs), waste transportation, - waste disposal, supplies, state and use tax, travel, relocation, other direct costs, and General and Administrative (G&A) costs (if applicable).
- (iv.) Program Management and Support Functions~~ject Support Costs (PWS C.8)~~ – The cost for Program Management and Support Functions~~ject Support~~ associated with field work activities, covered under PWS C.3 through C.7, shall be costed to the PWS/WBS line items where the field work ~~willis~~ actually ~~will~~ being performed. All remaining Program Management and Support Functions not specifically related to field work, covered under PWS C.3 through C.7, shall be costed in the appropriate PWS/WBS C.8 work activity.
- (v.) Additional Details for Other than Direct Labor Costs – The Offeror shall provide a consolidated schedule(s) of non-labor costs (including materials, equipment other direct costs, travel, waste disposal, etc.) which contains descriptions, quantities, unit pricing and total pricing using the templates provided in Section L, Attachment L-7 reconciling to the total proposed amounts for each cost element, as included Section L, Attachment L-6.
- (vi.) Labor Rates - The Offeror shall complete the labor worksheet in the Section L, Attachment L-7, to provide the yearly proposed direct labor rates by labor category

for the entire period of performance reflecting the FY as detailed in Attachment L-6. The Offeror has the ability to propose its own direct labor rates, consistent with the terms and conditions of the solicitation, applicable law, including the Wage Rate Requirements (Construction) (formerly known as the Davis-Bacon Act) and 4(c) of the Service Contract Labor Standards (formerly known as the Service Contract Act), as applicable. However, the proposed labor rates shall not be less than the DOE provided direct labor rates included within [Attachment L-7 of](#) this solicitation. The provided direct labor rates reflect paid rates at similar sites with similar work scope, as well as, the Wage Rate Requirements (Construction) (formerly known as the Davis-Bacon Act) and Service Contract Labor Standards (formerly known as the Service Contract Act) rates escalated to [April-June 1, 2016](#). The DOE provided labor categories are not all inclusive. If the Offeror requires labor categories in addition to the labor categories provided or utilizes other than the provided direct labor rates, the Offeror shall provide the basis of the proposed labor rate(s) and supporting documentation.

For proposal preparation purposes, a full time equivalent (FTE) is defined as 1,800 hours/year. The 1,800 hours/year is based on 2,080 annual hours less 280 hours for vacation, sick, holiday and site specific training.

The Offeror shall specifically identify total compensation including salary/hourly rates for the five most highly compensated individuals proposed for management positions and provide documentation to support the reasonableness of the proposed contractor executive compensation costs for these five most highly compensated individuals in accordance with FAR 31.205-6(b) (2) and (p). In addition, the Offeror shall provide documentation of the current salary of the proposed top Offeror management official under the contract [Program Manager]. For purposes of this cost instruction, 'current salary' is defined as the actual paid salary immediately prior to the Offeror's submission of the proposal. The proposed salary reimbursement of the top offeror employee associated with this contract is limited to the lesser of 10% above the employee's previous salary or 6% above the prior incumbent's reimbursed salary as per DOE Acquisition Letter 2013-04, see: <http://energy.gov/sites/prod/files/AL%20Executive%20Compensation%202013-04%20final.pdf>

The Contracting Officer must receive approval from the Senior Procurement Executive (SPE) of the DOE for that salary reimbursement amount in excess of the percentages mentioned above in accordance with DOE Order 350.1. If the SPE does not approve the proposed salary reimbursement, the amount of reimbursement may be reduced after award.

- (vii.) Direct Labor Hours - The Offeror shall complete Attachment L-7 and shall detail the labor categories and labor hours by PWS. Direct labor hours shall be provided in total for the entire period and by contract period by labor category. For proposal preparation purposes, the Offeror shall not assume any overtime is available.

(viii.) Waste Processing Cost and Waste Quantities Retrieved, Processed and Dispositioned by Government Fiscal Year (GFY) –In order to fully understand the Offerors cost for waste processing, the Offeror shall provide the following information broken down between waste programs (CH-TRU, RH-TRU, CH MLLW) and as necessary each waste program may need to need to be further broken down between waste types (debris, sludge and soils):

1. The quantity of waste being retrieved/exhumed or retrieved from RCRA storage ed-by waste program, including waste types, by fiscal yearGFY;
2. The quantity of waste being dispositioned by waste type by GFYfiscal year; correlated to the quantity and waste types in 1 above;
3. For each waste type being dispositioned by fiscal yearGFY, the Offeror shall provide the location and quantity of waste being disposed of at each disposal site. If the waste is being retained on site, the Offeror shall indicate ~~the~~ where the waste is being stored, including quantity of waste being stored on-site by GFY;
4. For each waste type by fiscal yearGFY, the Offeror shall provide the total cost, including quantity of waste being treated, and related for each type of treatment and the type. The offeror shall provide its definition of treatment;
5. For each waste type by GFYfiscal year, the Offeror shall provide the total cost, and disposition quantities of waste, related to the packaging, transportation and disposal (identified separately).
6. All quantities of waste shall be identified in cubic meters.

~~the L-7 Worksheets, Consolidated Direct Cost Schedule (i.e. Waste Retrieval, Waste Exhumation, Waste Characterization/Certification (e.g. sampling, analytical costs), Waste Treatment, Waste Storage and Movement, Waste Packaging (including waste container costs) and Transportation, Waste Disposal Spreadsheets), the Offeror shall provide a cost associated with each major processing step area for each process flow diagram(s) identified in the Offeror's technical approach to waste processing (as requested per Volume II, Criterion 2) (i.e. debris, solids, and soil) within each major waste program (CH-TRU, RH-TRU, CH M/LLW).~~

~~For CH-TRU (C.5.1 and C.5.2), these costs shall include: Waste Retrieval (C.5.1), Waste Exhumation (C.5.2), Waste Characterization/Certification (e.g. sampling, analytical costs), Waste Treatment, Waste Storage and Movement, Waste Packaging (including waste container costs) and Transportation (e.g. payload assemblies). Transport of TRU waste to WIPP is a Government Furnished Service that is provided by CBFO, therefore there are no Waste Disposal costs. All other costs, including consumables (e.g., removable lid canisters), associated with TRU waste shipments to WIPP shall be included in the Contractor's Target Cost. Each of these costs shall be provided for each contract period and in total.~~

~~For RH-TRU (C.5.3 and C.5.4), these costs shall include: Waste Retrieval, Waste Characterization/Certification (e.g. sampling, analytical costs), Waste Treatment, Waste Storage and Movement, Waste Packaging (including waste container costs)~~

~~and Transportation (e.g. payload assemblies). Transport of TRU waste to WIPP is a Government Furnished Service that is provided by CBFO, therefore there are no Waste Disposal costs. All other costs, including consumables (e.g., removable lid canisters), associated with TRU waste shipments to WIPP shall be included in the Contractor's Target Cost. Each of these costs shall be provided for each contract period and in total.~~

~~For CH M/LLW (C.5.5), these costs shall include: Waste Retrieval, Waste Characterization/Certification (e.g. sampling, analytical costs), Waste Treatment, Waste Storage and Movement, Waste Packaging (including waste container costs) and Transportation, and Waste Disposal. All wastes, other than TRU waste (including newly generated waste from the CH and RH processes), shall be addressed under this CH M/LLW element. Each of these costs shall be provided for each contract period and in total.~~

The BOE associated with the above information shall be fully explained in supporting documentation and shall provide the necessary documentation reconciling the Offeror's technical approach to the waste quantities being dispositioned for each waste type (i.e., the input and output waste quantities [based on the Offeror's technical approach] shall be described).

The Offeror shall provide the same information as stated above, if its technical approach results in secondary waste being generated. Secondary waste shall be segregated, and identified within the waste quantity table by the Offeror. The Offeror is responsible for the treatment and disposal of all secondary waste generated and the cost shall be included as part of the Offeror's total estimate cost.

The Offeror shall provide a separate computation showing the unit rate for each GFY (composed of treatment, transportation and disposal costs) for each waste stream shipped to each off-site facility and to the on-site landfill.

Offerors shall provide a table detailing by ~~12-month~~ GFY and in total where generated waste is being dispositioned by location. The total estimated cost shall exclude costs associated with the disposal at NNSS since these costs are handled as an interagency transfer of funds between DOE locations. However, the Offeror shall provide as part of its Basis of Estimate statement, the waste quantities and associated disposal fees/cost by GFY associated with disposing waste at NNSS based on its technical approach even though it will be excluded from its total estimated costs in Section B.

The base cost for disposal operations at NNSS is paid by DOE Programs and not by specific projects; the only costs directly paid to NNSS by the project are for overtime or special handling, if necessary. The disposal rate to be applied for NNSS disposal is \$16.54/ ft³. In addition to the NNSS, DOE has two low-level radioactive and mixed low-level radioactive waste disposal ID/IQ Contracts with Waste Control Specialists, LLC, and Energy Solutions, LLC. Either of these sites may also be used for disposal of low-level radioactive and mixed

low-level radioactive waste. Copies of these two ID/IQ contracts are located at: <http://www.emcbc.doe.gov/About/PrimeContracts> and are available for Contractor use.

~~(viii.)~~(ix.) Indirect Rates:

Fringe Benefits – For the workforce eligible for employment under the Work Force Transition and Employee Hiring Preferences (Clause H.3) the Offeror’s proposed fringe benefit rates shall be at least fifty-six percent (56%). The fringe benefit rates (whether using the DOE provided fringe rates or those specifically proposed by the Contractor) shall be applied to all labor costs not covered below. The provided fringe benefit rates cover projected labor related indirect costs such as medical, dental, severance, Employee Assistance Program, life insurance, accident/sickness coverage, benefit administration, vision, pension, workers compensation, FICA, FUTA, SUTA and time-off (vacation, sick and holiday). Pension costs and health benefit costs for the Offerors proposed workforce are accounted for using the provided fringe benefit rate. The 56% provided fringe benefit rate does not include the costs paid to the benefits administrator for the defined benefit pension plan and healthcare benefits as specified in Attachment L-8 Cost Assumptions.

The fringe benefit rates for management employees and employees not covered under the Work Force Transition and Employee Hiring Preferences (Clause H.3) shall be separately estimated by the Contractor. The Contractor shall provide sufficient documentation to support the proposed fringe benefit rates along with an explanation as to how the fringe benefit rate(s) are computed and an explanation of how the pool and base was computed/estimated.

Indirect Rates Other Than Fringe Benefits – The Offeror shall provide a detailed estimate for each proposed indirect rate (material handling, labor overhead and G&A, as applicable) for each fiscal year covering the period of performance. For each indirect rate proposed, the detailed estimate shall include cost, by cost element, for the allocation pool and the allocation base and how each cost element within the allocation pool and allocation base was derived. The Offeror shall provide an explanation as to how the indirect rate(s) are computed and an explanation of how the pool and allocation base was computed/estimated. The Offeror shall provide all related information to provide a clear understanding of the basis of estimate, including how the proposed indirect rate was computed. The Offeror shall compute all of the indirect rates in accordance to their CFY basis and time phase the indirect costs accordingly to each contract period. If the Offeror is proposing a blended indirect rate that is derived from the weighting of multiple other indirect rates, the Offeror shall provide the detailed computations for each of the individual indirect rates ~~is~~ used in the computation of the blended rate by contract period and the methodology of how the blended rate was derived. This data shall be provided for each joint venture partner and major subcontractor, if applicable.

The Offeror shall provide a contractually binding statement, as part of the Offer in Volume I, stating the proposed labor overhead and G&A rates (including any and all joint venture partners and Corporate Home Office Allocations) for each contract

period are ceiling rates and will extend for the life of this Contract (even if the Offeror does not have the two identified indirect rates). Additionally, contained within the contractually binding statement, the Offeror must state the type of cost contained in the pool expenses and the methodology for allocation of the pool cost cannot change unless approved by the Contracting Officer prior to any changes.

The Offeror shall provide a detailed explanation of the proposed corporate organizational structure and whether corporate home office allocation is or is not applicable. If a corporate home office allocation is not proposed, the Offeror shall provide a contractually binding statement (including proposed contract language) as part of the offer in Volume I stating the Offeror will not attempt to recover any corporate home office costs during the course of the contract.

~~(ix.)~~(x.) Escalation - The Offeror shall utilize an annual escalation factor of 2.8 percent for both direct labor and other than direct labor costs.

~~(x.)~~(xi.) As part of this solicitation (CLIN 00005), ~~the Offeror will be responsible for the payment and administration of the Define~~DOE is providing the following dollar amounts to be used by the Offerors to cover the Defined Benefit Pension Plan. DOE anticipates the Defined Benefit Pension Plan to be fully funded after GFY 2019. The current funding projections for CLIN 00005 are not included in the above funding profile at Section L.8 (f) and are as follows:

CLIN	<u>GFY16</u>	<u>GFY 17</u>	<u>GFY 18</u>	<u>GFY 19</u>	<u>GFY 20</u>	Total
00005	\$27.4M	\$21.6M	\$20.6M	\$1.3M	\$0	\$70.9M

~~(j)~~(j) Contract Transition Period Cost - For proposal preparation purposes, the Offeror shall assume no facilities or equipment will be provided by the Government during the Contract Transition Period unless otherwise stated as part of this solicitation.

~~(j)~~ For proposal preparation purposes, Option 00001f cannot start any earlier than Government Fiscal year 2017 and must be completed no later than the end of Government Fiscal Year 2018.

(k) DOE is providing historical site data for Section C.8.2.06 Mandatory and Optional Site Services in Section L, Attachment L-8 Cost Assumptions. The historical site data provided in Attachment L-8 are intended solely to provide a general overview of site experience at a cost and/or resource driven level. For proposal preparation purposes, DOE anticipates the Mandatory Site Services activity to remain at similar level to the provided dollar amount, not including escalation for the contract period of performance. For Optional Site Services, the Offeror has the ability to develop its own technical approach and related resources and cost to implement the Optional Site Services activities over the life of the contract. If the Offeror elects to purchase the Optional Site Services from the current provider, the Offeror may utilize the historical data (not escalated for the period of contract performance) provided as part of the cost proposal (Offerors are required to annotate and clearly articulate the approach taken within the Basis of Estimate).

~~(k)~~(l) DOE or its cognizant audit entity may request additional supporting information for purposes of clarification in evaluating cost.

~~(m)~~(m) 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 ACO and the cognizant Defense Contract Audit Agency (DCAA) office, if any. Additionally, the Offeror shall provide the name, address, and telephone number of person(s) authorized to provide any clarifying information regarding the Volume III Cost Proposal. If the Offeror is a joint venture, this data must be provided for each entity.

~~(m)~~(n) The Offeror shall submit 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:

- (i) Provide a 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;

- (ii.) 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;
- (iii.) 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 [RFP solicitation](#) as Attachment L-~~101119~~.

(h)(o) 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:

- (i.) Financial Statements (audited, if available) and notes to the financial statements for the last three fiscal years;
- (ii.) The information in subparagraph (i) above for each member of the Offeror team arrangement if a teaming arrangement is used;
- (iii.) 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 must be legally bound, jointly and severally if more than one, to provide the necessary resources to the prospective Offeror and assume all contractual obligations of the prospective Offeror; and
- (iv.) Any available lines of credit.

Using the above information and other information, the government will make a FAR Part 9, Contractor Qualifications responsibility determination of the prospective awardee. The Government may request a financial capability review of each Offeror from the DCAA or another audit [agency entity](#), as part of the Government's consideration in making the responsibility determination.

The Offeror shall submit proof for the required kinds and minimum amounts of insurance per the Section H provision Insurance – Work on a Government Installation, or proof that the Offeror can obtain it. The Offeror shall provide details of their current insurance coverage (including any claims on current insurance coverage) and a certificate or information that indicates the Offeror will have coverage effective June 1, 2016, for a one-year period.

~~(p)~~ The Offeror and/or Joint Venture Partners are covered by Cost Accounting Standards (CAS); 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 CAS requirements and its disclosure statement, as well as, the results of the audit(s).

If any item contained within the [RFPsolicitation](#) 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.

~~(q)~~ The Offeror 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 C Exhibit titled "Government Furnished Equipment".

~~(r)~~ Waiver of Facilities Capital Cost of Money (FCCOM). The solicitation includes Section I clause titled, FAR 52.215-17, Waiver of Facilities Capital Cost of Money; thus, as a condition of award, the Offeror shall not propose facilities capital cost of money.

L.9 AMENDMENT OF THE [RFP-SOLICITATION](#)

The only method by which any term of this [RFP-solicitation](#) may be modified is by an express, formal amendment to the [solicitation RFP-generated-issued](#) by the Contracting Officer. No other communication made (e.g., at any scheduled pre-proposal conference or [subsequent discussions industry event](#)), whether oral or in writing, will [modify-amend](#) or supersede the terms of this [solicitationRFP](#). Receipt of an amendment to the [solicitation RFP](#) by a Contractor must be acknowledged in accordance with the [solicitation RFP](#) provision FAR 52.215-1 "Instructions to Contractors - Competitive Acquisition." Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

Any amendments to this solicitation (prior to submission of offers and other information) generated by the issuing office will be provided on the Internet via the procurement website at: <https://www.emcbc.doe.gov/SEB/ICPCORE/> and to the FedConnect website at: <https://www.fedconnect.net/FedConnect/Default.htm>.

L.10 PROPOSAL DUE DATE, DELIVERY AND PACKAGE MARKINGS

(a) The Offeror's proposal, regardless of method of delivery, shall be received on or before the date and time shown in Block 9 of the SF33.

All envelopes and packages shall be marked with this notice:

TO BE OPENED BY THE CONTRACTING OFFICER FOR

RFP SOLICITATION NO. DE-SOL-0007097

NOTICE TO RECIPIENT:

**THIS IS A PROPOSAL UNDER RFP SOLICITATION DE-SOL-0007097
THE DATE AND TIME OF RECEIPT IS TO BE
LOGGED AND MARKED ON THIS PACKAGE**

Mailed and hand carried proposals shall be marked as follows:

FROM:

MAIL TO:

U.S. Department of Energy
Environmental Management Consolidated Business Center
250 E 5th Street, Suite 500
Cincinnati, OH 45202

RFPs Solicitation RFP solicitation No. DE-SOL-0007097

Attention: Erin Kroger

*NOTICE TO DOE MAIL ROOM: DO NOT OPEN. THIS IS A PROPOSAL UNDER THE ABOVE-IDENTIFIED SOLICITATION. PLEASE CONTACT THE CONTRACT SPECIALIST, *Erin Kroger (513) 246-1368*, UPON RECEIPT.

- (b) Offers may be hand delivered to the above address, but the Offeror shall email or phone the Contract Specialist (listed below) one (1) business day in advance to arrange delivery:

Erin Kroger – erin.kroger@emcbc.doe.gov or (513) 246-1368

Hand carried package(s) may only be delivered during the hours 8:00 a.m. to 4:00 p.m. local time on Federal workdays. Delivery to any other location than that specified herein is unacceptable.

- (c) Notwithstanding which method of delivery the Offeror chooses to use, the Offeror assumes full responsibility for ensuring that the proposal is received at the place and by the date and time specified in the RFP solicitation. Such proposals must be closed and sealed as if mailing. Facsimile offers will not be accepted.

L.11 ELECTRONIC SUBMISSION

The Offeror's proposal shall be submitted through FedConnect to the DOE STRIPES system.

The Offeror shall access FedConnect at:

<http://www.compusearch.com/products/fedconnect/vendors>.

L. 12 OFFER ACCEPTANCE PERIOD

The minimum offer acceptance period is 360 days after the required date for receipt of initial proposals or final proposal revisions, whichever is later.

L. 13 AWARD WITHOUT DISCUSSIONS WITH OFFERORS

The Government intends to make selection and award based on the initial offer as set forth in FAR 52.215-1. It is particularly important that each Offeror be fully responsive in providing their best offer initially, since there may be no opportunity to expand, clarify or revise proposals at a later date

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

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

L.14 FAR 52.216-1, TYPE OF CONTRACT (APR 1984)

The Government contemplates an award of a Cost-Plus-Incentive-Fee (CPIF) contract that includes a hybrid fee structure for both CPIF and milestone fee along with a Cost-Plus-Fixed-Fee (CPFF) CLIN resulting from this solicitation.

L.15 PRE-AWARD SURVEY

DOE may conduct pre-award surveys in accordance with FAR Subpart 9.106, Preaward Surveys, and may solicit from available sources any relevant information including the Offeror's record of past performance. The Government may use this information in making determinations of contractor responsibility.

L.16 EXPENSES RELATED TO OFFEROR SUBMISSION AND COMMITMENT OF PUBLIC FUNDS

The Contracting Officer (~~CO~~) is the only individual who can legally commit the Government to the expenditure of public funds. Any other commitment, either explicit or implied, is invalid.

This solicitation does not commit the Government to pay any costs incurred in the preparation or submission of any proposal or offer or to procure or contract for services.

L.17 ALTERNATIVE PROPOSAL INFORMATION

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

L.18 FALSE STATEMENTS

Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements therein is prescribed in 18 United States Code (USC) 1001, Fraud and False Statements.

L.19 NOTICE OF INTENT - USE OF NON-FEDERAL EVALUATORS AND ADVISORS

The Government intends to utilize non-federal advisors for evaluating proposals received in response to this solicitation. Such evaluators and/or advisors shall be required to sign Nondisclosure Agreements in accordance with DEAR 915.207-70(f) (6) [and Procurement Integrity Act, 41 U.S.C. § 2101 et seq.](#)

Under the statutes governing Procurement Integrity, non-federal advisors may not disclose any information learned by participating in this acquisition. Any company that employs such an individual, after his or her service as an advisor, cannot lawfully seek procurement-sensitive information, any attempt to do so constitutes a violation of the Procurement Integrity Act, 41 U.S.C. § 423.

L.20 CONTENT OF RESULTING CONTRACT

Any contract awarded as a result of this solicitation will contain Part I—The Schedule, Part II—Contract Clauses, Part III, Section J—List of Documents, Exhibits, and Other Attachments. Part IV, Section K – Representations, Certifications, and Other Statements of Offerors, will be incorporated by reference.

L.21 CONTACTS REGARDING FUTURE EMPLOYMENT

Prior to contract award, except where prohibited by law, contacts with incumbent employees regarding future employment are permitted; however, such contacts must take place outside the normal work hours of such employees and not on DOE property. Offerors are reminded that contact with federal, contractor, or subcontractor employees is not permitted for the purpose of seeking procurement-sensitive information relating to this solicitation.

L.22 FAR 52.233-2, SERVICE OF PROTEST (SEP 2006)/ AS MODIFIED BY DEAR 952.233-2 SERVICE OF PROTEST (MAY 2010)

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

If using U. S. Mail:

U.S. Department of Energy
Environmental Management Consolidated Business Center
Attn: Lori Sehlhorst, Contracting Officer
250 E. 5th Street, Suite 500
Cincinnati, OH 45202

If using Express Delivery:

U.S. Department of Energy
Environmental Management Consolidated Business Center
Attn: Lori Sehlhorst, Contracting Officer
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 Government Accountability Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GS-61), 1000 Independence Avenue, S.W., Washington, DC 20585, FAX: (202) 586-4546.

L.23 INTENTION TO PROPOSE

In order to anticipate the number of proposals to be evaluated, as an optional courtesy to DOE, Offerors are requested to submit via email a "Notice of Intent to Propose" to ~~via email~~ ~~to jodi.gordon@emcbc.doe.gov and ICPCORE~~ ~~lori.sehlhorst@emcbc.doe.gov~~ with a courtesy copy to the Contracting Officer, lori.sehlhorst@emcbc.doe.gov, and the Contract Specialist, erin.kroger@emcbc.doe.gov within 21 days of proposal due date. The email shall contain known Offeror information such as the name of the Offeror, Company Division and information on all teaming members, and subcontractors, etc.; and appropriate contact information such as address and telephone number of the company. Failure to provide this advance notification does not preclude an Offeror from submitting an offer under this solicitation.

**RESERVED L.24 DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY
(AUG 2009)**

(a) If a protest of this procurement is filed with the Government Accountability Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to 48 CFR [33.104](#)(a)(3)(ii), implementing section 1065 of Public Law 103- 355. Such request must be in writing and addressed to the Contracting Officer 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 should mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

L.25 DEAR 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth in 48 CFR [933.103](#), elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the Contracting Officer prior to filing a protest.

L.26 DEAR 970.5223-3 AGREEMENT REGARDING WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010)

- (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).
- (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.

L. 27 NOTICE OF LABOR PROVISIONS

The offeror should note that this solicitation includes FAR clause 52.222-35, Equal Opportunity for Veterans that requires the listing of employment openings with the state workforce agency job bank or with the local employment service delivery system where the openings occur.

General information regarding the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701, et. seq.) or the Service Contract Act of 1965 (41 U.S.C. 351-358) may be obtained from the Department of Labor, Washington, D.C., 20310, or from any

regional office of that agency. Requests for information should include the [RFP solicitation](#) number, the name and address of the issuing agency, and a description of the supplies or services.

L.28 FAR 52.252-1, SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

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

The following solicitation provisions are incorporated by reference:

Table L-28

Provision No.	FAR/DEAR Reference	Title
L.28a.	FAR 52.204-7	System for Award Management (Jul 2013)
L.28a.L.2	FAR 52.211-6	Brand Name or Equal (AUG 1999)
L.28b.L.2	FAR 52.215-1	Instructions to Offerors – Competitive Acquisition (JAN 2004)
L.28c.L.2	FAR 52.215-22	Limitations on Pass-Through Charges—Identification of Subcontract Effort (OCT 2009)
L.28d.L.2	FAR 52.222-24	Pre-Award On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
L.28e.L.2	FAR 52.222-46	Evaluation of Compensation for Professional Employees (FEB 1993)
L.28f.L.2	FAR 52.225-12	Notice of Buy American Requirement – Construction Materials under Trade Agreements (MAY 2014)
L.28g.L.2	FAR 52.237-1	Site Visit (APR 1984)
L.28h.L.2	DEAR 952.219-70	DOE Mentor-Protégé Program (MAY 2000)

L.29 LIST OF SECTION L ATTACHMENTS

Attachment L-1	<u>Performance Guarantee Agreement</u> Automated Clearing House (ACH) <u>Form</u>
Attachment L-2	Key Personnel Resume Format
Attachment L-3	Past Performance and Relevant 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 Proposal Worksheets [PLACEHOLDER]
Attachment L-7	Consolidated Direct Cost Schedules [PLACEHOLDER]
Attachment L-8	Cost Assumptions [PLACEHOLDER]
Attachment L-9	<u>Offeror's Proposed Accounting System Information</u> Computation of <u>Section B Cost and Fee</u> [PLACEHOLDER]
Attachment L-10	Offeror's Proposed Accounting System Information
Attachment L-11	Performance Guarantee Agreement

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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 DE-_____ for the _____ (Contract) dated _____, by and between the Government and _____ (contractor), the undersigned, _____ (Guarantor), a corporation incorporated in the State of _____ with its principal place of business at _____ hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which contractor presently or hereafter may have to the Government under the contract; and (b) the full and prompt payment and performance by contractor of all 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

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

ATTACHMENT L-2 – KEY PERSONNEL RESUME FORMAT
(RESUME MUST NOT EXCEED FOUR (4) PAGES IN LENGTH FOR ALL KEY PERSONNEL)

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 ~~availability date~~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, dates of employment, position titles, specified duties and responsibilities, and name, title and phone number of supervisor. Address specific information on the qualifications, experience, and demonstrated performance relevant to the proposed position, including individual leadership and technical expertise qualities. Identify specific examples of demonstrated leadership as opposed to just leadership positions held. Describe how work experience relates to ICP Core issues and capability to function effectively in the proposed ICP Core team position.)

Education: (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 for Factor 3 in Section L.7(b). Page limits for resumes do not include letters of commitment.)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

**ATTACHMENT L-3 – PAST PERFORMANCE AND RELEVANT EXPERIENCE
REFERENCE INFORMATION FORM**

(Completed Form limited to 5 pages per reference contract/project)

1.	Name <u>and DUNS #</u> of Offeror Submitting Proposal:	
2.	Name <u>and DUNS #</u> of Company for which L-3 Form is being submitted:	
3.	Name of Reference Contact Client (e.g. Government Agency or Prime Contractor):	
4.	Name <u>and DUNS #</u> of Entity Reference Contract/Project Was Awarded To:	
5.	Reference Contract/Project <u>Number</u> : <u>Reference Contract/Project Available in PPIRS (i.e. Yes/No)</u> :	
5-6.	Reference Contract/Project Client Point of Contact:	Name: Title: Telephone: Address:
6-7.	Indicate if the Company (identified in #2) was a <u>Prime Contractor</u> , <u>Teaming Partner</u> , or <u>Subcontractor</u> for the Reference Contract/Project:	
7-8.	Reference Contract/Project Period of Performance:	
8-9.	Reference Contract/Project Start Date:	
9-10.	Reference Contract/Project Completion/Termination Date:	
10-11.	Reference Contract/ <u>Project</u> Type of Contract <u>Project</u> (e.g., FP, CPFF, CPAF, etc.):	
11-12.	Reference Contract/Project Total Value (<u>separately list fee if cost-type</u>):	
12-13.	Reference Contract/Project Value Performed To Date (<u>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 if Contract/Project is still ongoing; Date = RFP release date</u>):	
13-14.	Portion (%) of work <u>,including dollar amount and duration,</u> Company (identified in #2) is proposed to perform on ICP Core Contract:	

14-15.	<p>____ Portion (%) of work, including dollar amount and duration, Company (identified in #2) performed on reference contract/project <u>(if different than #12 and #13, insert sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment.):</u></p>	
15-16.	<p>____ Scope Company (identified in #2) is proposed to perform on ICP Core Contract. List applicable PWS elements:</p>	
16-17.	<p>____ Scope Company (identified in #2) performed on reference contract/project:</p>	
17-18.	<p>____ Complexity Company (identified in #2) is proposed to perform on ICP Core Contract:</p>	
18-19.	<p>____ Complexity of work Company (identified in #2) performed on referenced contract/project:</p>	
19-20.	<p>____ Provide information on problems encountered on the contract/projects identified above and corrective actions taken to resolve those problems:</p>	
21.	<p><u>Identify previous contracts (for the company identified in #2) where penalties were paid as a result of replacement of key personnel and discuss the nature of the situation, including how much penalty was paid.</u></p>	
20-22.	<p>____ Safety statistics: provide Days Away/Reduced Time, <u>Restricted or Transferred</u> (DART) and Total Recordable Case (TRC) rates and hours worked for the Entity (identified in #4) on the referenced contract <u>by government fiscal year (FY) for FY 2010-2014.</u> Also, provide DART and TRC rates and hours worked for the Entity (identified in #4) on a corporate basis by government fiscal year (FY) <u>for FY 2009-2010-2014.</u> <u>statistics should be provided to the contracts referenced and not on an overall company basis.</u></p>	

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

ATTACHMENT L-4 – PAST PERFORMANCE COVER LETTER AND QUESTIONNAIRE

(For each referenced contract for which the work was not performed for DOE's Office of Environmental Management (EM) ~~and/or~~ for which no contractor performance data is available in PPIRS, the Contractor shall provide the Attachment L-4 Past Performance Cover Letter and Questionnaire to the client identified on the Attachment L-3.)

Past Performance Cover Letter for _____

Dear “Client”:

We are currently responding to the Department of Energy (DOE) Request for Proposals No. DE-SOL-0007097 Idaho Cleanup Project (ICP) Core contract at the Idaho National Laboratory at the Idaho Site in Idaho Falls, ID.

The solicitation places significant 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 calendar days.

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

Email Address: erin.kroger@emcbc.doe.gov

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

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

If mailing, please mark the envelope:

“PROCUREMENT SENSITIVE SOURCE SELECTION INFORMATION - SEE FAR 3.104”

“TO BE OPENED ONLY BY THE CONTRACTING OFFICER”

PAST PERFORMANCE QUESTIONNAIRE:

A. REFERENCED CONTRACT AND CLIENT INFORMATION

Name of Company Being Evaluated:

Contract Number and Title Being Evaluated:

Evaluator's Name:

Evaluator's Address:

Evaluator's Phone:

Evaluator's Organization:

Evaluator's role in the management of the contract:

B. RATING SCALE AND DEFINITIONS:

Rating	Definition	Note
Exceptional	Performance meets contractual requirements and exceeds many to the 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.	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.
Very Good	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.	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.
Satisfactory	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.	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.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being	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

	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.	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).
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the 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).

C. ASSESSMENT AREAS:

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?

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

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 their control?

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

Supporting Narrative:

3. Cost Control

Example: How well did the Contractor control its costs?

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

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?

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

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?

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

Supporting Narrative:

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

**ATTACHMENT L-5 – LIST OF CONTRACTS TERMINATED FOR DEFAULT OR
CONVENIENCE**

<u>Client Name</u>	<u>Contract #</u>	<u>Client Point of Contact (POC)</u>	<u>POC Contact Info (address, phone, e-mail)</u>	<u>Performance Period</u>

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

ATTACHMENT L-9 OFFEROR'S PROPOSED ACCOUNTING SYSTEM INFORMATION

1. Is the accounting system in accordance with generally accepted accounting principles? Please explain.
2. 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.
3. Does the proposed Accounting System provide financial information:
 - a. Required by clauses concerning limitation of costs (FAR 52.232-20 ~~and 21~~) and/or limitation on payments (FAR 52.216-16)? Please explain.
 - b. Required to support request for progress payments? Please explain.
4. 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.
5. 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.

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION M

EVALUATION FACTORS FOR AWARD

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M.1 PROPOSAL EVALUATION – GENERAL

- (a) This acquisition will be conducted pursuant to Federal Acquisition Regulation (FAR) Part 15, Contracting by Negotiation, and Department of Energy Acquisition Regulation (DEAR) Part 915, Contracting by Negotiation. –DOE has established a Source Evaluation Board (SEB) to evaluate the proposals submitted for this acquisition. Proposals [received in response to this solicitation](#) will be evaluated by the SEB members in accordance with the procedures contained in FAR Part 15, DEAR Part 915, and the Evaluation Criteria hereinafter described. The Source Selection Official (SSO) will select an Offeror for contract award using the best value analysis described in this section.
- (b) The [proposal preparation](#) instructions set forth in Section L are designed to provide guidance to the Offeror concerning the [type and depth of information the Government considers necessary to conduct an informed evaluation of each proposal documentation that will be evaluated by the SEB](#). The Offeror [must shall](#) furnish adequate and specific information in its proposal response. Cursory proposal responses that merely repeat or reformulate the Performance Work Statement are not acceptable. Further, a proposal will be eliminated from consideration before the evaluation if the proposal is so grossly and obviously deficient as to be totally unacceptable on its face. For example, a proposal will be deemed unacceptable if it does not represent a reasonable effort to address itself to the essential requirements of the solicitation, or if it clearly demonstrates that the Offeror does not understand the requirements of the solicitation. In the event a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.
- (c) A proposal deficient in any evaluation criteria will not be selected for award. A deficiency is defined in FAR 15.001
- (d) The Government intends to evaluate proposals and award a contract without discussions or exchanges with Offerors (except clarifications as described in FAR 15.306(a)-)). If a competitive range is established pursuant to FAR 15.306(c), Offerors are hereby advised that the CO may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. –Offerors that are not included in the competitive range will be promptly notified. Therefore, the Offeror’s [initial](#) proposal shall contain the Offeror’s best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.
- (e) Prior to award, a determination will be made regarding whether any potential Organizational Conflicts of Interest (OCI) exist with respect to the apparent successful Offeror [or whether there is little or no likelihood that such conflict exists](#). In making this determination, the Contracting Officer (CO) will consider

the representation required by Section K of this solicitation [and the information required in Volume I per Section L of the solicitation pertaining to OCI](#). An award will be made if any potential OCI can be appropriately avoided, neutralized, or mitigated.

- (f) Any exceptions or deviations by the Offeror to the terms and conditions stated in this solicitation for inclusion in the resulting contract may make the offer unacceptable for award without discussions. If an Offeror proposes exceptions to the terms and conditions of the contract, the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the contract.

M.2 BASIS FOR CONTRACT AWARD

- (a) DOE intends to award one contract to the responsible Offeror whose proposal is responsive to the solicitation and 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 the strengths and weaknesses of each Offeror's proposal and the favorability of each Offeror's relevant past performance information in accordance with the Evaluation [Criteria-Factors](#) described in Section M.4. The Government will assign adjectival ratings for each of the Technical Evaluation Factors based upon these strengths and weaknesses and favorability of each Offeror's relevant past performance information. The adjectival ratings to be assigned for each of the Technical Evaluation Factors are shown in Tables M-1 and M-2 in Section M.3.
- (b) In determining the best value to the Government, the Technical Evaluation [Criteria-Factors](#) are significantly more important, when combined, than the Evaluated Price. Evaluated Price is defined in Section M.5 below. The Government is more concerned with obtaining a superior Technical and Management proposal than making 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. The Government will assess what the strengths and weaknesses and relevant past performance information between or among competing Technical and Management proposals indicate from the standpoint of (1) what the difference might mean in terms of anticipated performance; and (2) what the evaluated cost/price to the Government would be to take advantage of the difference. The closer or more similar in merit that Offerors' Technical and Management proposals are evaluated to be, the more likely the Evaluated Price may be the determining factor in selection for award.

M.3 [OVERALL RELATIVE IMPORTANCE OF EVALUATION CRITERIAFACTORS](#)

Proposals will be evaluated on the four technical evaluation factors below using information submitted by the Offerors:

- (1) ~~Relevant~~ Past Performance
- (2) Technical and Management Approach
- (3) Key Personnel and Organizational Structure
- (4) Relevant Experience

~~Relevant~~ Past Performance and Technical and Management Approach will be considered equal in importance and, when combined, are significantly more important than Key Personnel and Organizational Structure and Relevant Experience. Key Personnel and Organizational Structure is considered more important than Relevant Experience. Areas within an evaluation ~~critierion-factor~~ are not sub-~~critieria-factors~~ and will not be individually rated, but will be considered in the overall evaluation for that particular evaluation ~~critierionfactor~~.

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

Table M-1: Adjectival Ratings ~~Criterion-Factor 1, Past Performance*~~:

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

~~*The adjectival ratings for Factor 1 indicate, based on the Offeror's relevant performance record, confidence in the Offeror's ability to perform the required effort.~~

Table M-2: Adjectival Ratings ~~Criterion-Factor 2, Criterion-Factor 3 and Criterion-Factor 4~~:

Outstanding
Good
Satisfactory
Marginal
Unsatisfactory

~~In determining best value to the Government, the adjectival ratings for the technical evaluation criterion, when combined, will be considered significantly more important than the Evaluated Price.~~

M.4 TECHNICAL EVALUATION ~~CRITERIA~~ FACTORS

Factor 1: Relevant Past Performance

DOE will evaluate the past performance of the Offeror, including each entity participating in a joint venture, LLC, or teaming agreement thereof as defined within the Section H clause “Corporate Governance Plan,” including any entity participating in the teaming arrangement thereof as defined by FAR 9.601, and each major or critical subcontractor (s) (as defined in provision L.5) for contracts or projects currently on-going or completed within the last five (5) years from the date of the solicitation issuance that ~~encompasses work are~~ similar in size, scope and complexity to the PWS.

- Size is defined as dollar value and duration
- Scope is defined as the type of work (e.g. work as identified in the PWS); and
- Complexity is defined as performance challenges (e.g., types of waste and associated processing through final disposition; handling, storage and transfer of spent nuclear fuel; maintaining and operating aging nuclear facilities; complex regulatory environment; quality assurance requirements such as 10 CFR Part 50 Appendix B, 10 CFR Part 830.120, or their equivalents; relevant RCRA and CERCLA experience; interfaces with multiple site contractors; and management of a multi-disciplined workforce that includes integrated unions performing various and differing aspects of a project; etc.).

DOE will ~~consider evaluate~~ past performance information submitted by the Offeror on the Attachment L-3, Past Performance & Relevant Experience Reference Information Form, information submitted by the Offeror’s references on Attachment L-4, Past Performance Questionnaire (where applicable for non-DOE Office of Environmental Management work and or where a PPIRS record is not available), information submitted by the Offeror on the Attachment L-5, List of Contracts Terminated for Default or Convenience, and any other information obtained through the available Federal Government electronic databases, readily available Government records, and sources other than those identified by the ~~Contractor~~Offeror. Contract references, including those identified by the Offeror on Attachment L-3 and Attachment L-4 and those not identified by the Offeror, but listed in E-government databases, may be contacted for information to be used in the past performance evaluation.

The higher the degree of 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. Work performed for DOE’s Office of Environmental Management generally will be considered to be at least Somewhat Relevant.

In the case of an Offeror without a record of relevant past performance, or for whom information on relevant past performance is not available, the Offeror will be evaluated neither favorably nor unfavorably.

Factor 2: Technical and Management Approach

DOE will evaluate the ~~depth, quality, completeness, and~~ effectiveness of the ~~Contractor~~Offeror's technical approach to achieve the PWS objectives and activities in the following areas:

- CERCLA Remediation;
- Waste Management;
- Liquid Waste Facility Closure; and
- Spent Nuclear Fuel ~~Surveillance, Maintenance and Stabilization~~Management

~~Additionally, DOE will evaluate the Contractor's general technical understanding of the following PWS elements to ensure comprehension of the work scope. Additionally, DOE will evaluate the Offeror's technical understanding of the following PWS elements including how these elements are integrated into the overall effort. DOE will evaluate the Contractor's comprehension of the scope of work to be performed and how such work will be integrated into the overall effort.:~~ EM Facility Infrastructure, and Program Management and Support Functions.

DOE will evaluate the feasibility of any technical assumptions the Offeror used to determine its technical approach and/or support its technical understanding. DOE will evaluate the Offeror's proposed facilities and equipment to be used, and any key interfaces with DOE, stakeholders or other external organizations proposed by the Offeror necessary to perform the PWS ~~used to determine its technical approach and/or support its technical understanding in accordance with the WBS structure set forth by the PWS.~~

DOE will evaluate the Offeror's approach for the consolidation of two prior incumbent contractors' scopes of work and consideration for potential future contractor interfaces to ensure efficient, effective performance and safe execution of the PWS throughout the contract period of performance.

~~DOE will evaluate the Offeror's approach for compliantly characterizing, processing, storing, transporting, and dispositioning the various waste types and quantities identified in the PWS (Section C.5.0 and corresponding Section C exhibits). DOE will evaluate the Offeror's approach for how the various waste types and quantities identified in the PWS (Section C.5.0 and corresponding Section C exhibits) will be processed and stored including transport and final disposition. DOE will evaluate the Offeror's approach per each waste program, i.e., CH-TRU (C.5.1 and C.5.2), RH-TRU (C.5.3 and C.5.4), and CH M/LLW (C.5.5), including the quantities anticipated to be processed for each waste type under each program during the contract period. DOE will also evaluate the Offeror's approach for identification of specific waste types and quantities anticipated to be generated during the contract period, and how this waste will be processed and stored including transport and final disposition. DOE will evaluate the Offeror's process flow diagram(s) for the waste program including the steps identified from retrieval/exhumation through disposal of the waste inventory and any waste anticipated to be generated during the contract period. DOE will evaluate the Offeror's process flow diagram(s) identifying its technical approach to address each waste stream, including waste anticipated to be generated during the contract period, describing by quantity (cubic meter) each step from retrieval/exhumation through disposal.~~

DOE will evaluate the extent to which the Offeror's staffing plan demonstrates the ability to obtain, retain, and maintain the breadth and depth of qualified staff necessary to accomplish the

work in a safe and efficient manner. DOE will evaluate the Offeror's 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 (for the full scope of contract performance, including the transition period, base period, and all priced options). DOE will evaluate any ramp-up or ramp-down of employment and the associated impacts to productivity during transition and throughout the contract period. DOE will evaluate the sufficiency of the proposed skill mix by FTE for each year of the contract to perform the required services in the PWS.~~DOE will evaluate the proposed skill mix by FTE per each contract year to the level established in the PWS necessary to perform the required services described in the PWS.~~

DOE will evaluate the Offeror's proposed management approach to contract transition and the extent to which it describes the process, rationale and planned activities for conducting a safe, orderly transition; minimizing impacts on continuity of operations; identifying key issues that may arise during transition and resolutions; overcoming barriers; and interacting with DOE, the incumbent ~~Contractor~~contractor, incumbent employees, and other site ~~Contractors~~contractors. DOE will also evaluate the proposed implementation schedule, including the transition milestones and associated activities that are identified.~~DOE will also evaluate the proposed implementation schedule, identified transition milestones, and associated activities to determine whether the proposed approach to contract transition is comprehensive and effective.~~

DOE will evaluate the Offeror's proposed integrated schedule (for the full scope of contract performance, including the transition period and all priced options) for consistency with its proposed technical approach, realism, and the likelihood that the work can be completed within the contract period with the available resources.~~DOE will evaluate the Offeror's proposed integrated schedule (for the full scope of contract performance, including the transition period and all priced options) for consistency with its proposed technical approach. DOE will evaluate the extent to which the Offeror's proposed integrated schedule is realistic and the likelihood that the work can be completed within the proposed contract period with the available resources.~~ DOE will evaluate the Offeror's identified key milestones, deliverables, logic ties, predecessor and successor relationships, activity durations, float, and proposed critical activities to complete the PWS work scope.

Factor 3: Key Personnel and Organizational Structure

DOE will evaluate the designated Key Personnel positions relative to how well they will contribute to the effectiveness of the Offeror's organizational structure and the Offeror's capability to successfully perform the PWS. DOE will evaluate the rationale for the selection of the Key Personnel designated by the Offeror; the proposed Key Personnel level of authority and access to corporate resources; and the Offeror's approach to retention of its Key Personnel. DOE will evaluate the suitability of the Key Personnel for their proposed positions.

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

Failure to submit Letters of Commitment from all proposed Key Personnel or use the resume format identified in Attachment L-1 may result in the Offeror receiving a lower evaluation rating for this criterion or the Offeror’s proposal being eliminated from further consideration for award. Failure to propose, at a minimum, a Program Manager, ESH&QA Manager and Business Manager will result in the Offeror’s proposal being eliminated from further consideration for award.

DOE will evaluate the Offeror’s rationale for the chosen organizational structure including the Offeror’s use of subcontracting or teaming arrangements (if any), [including joint venture, LLC, or teaming agreement thereof as defined within the Section H clause “Corporate Governance Plan,” as defined by FAR 9.601](#), to accomplish the PWS in accordance with the Offeror’s proposed Technical and Management Approach. [DOE will evaluate the Offeror’s organizational chart, including the internal organization of the Offeror’s personnel positions, employer, locations of key personnel; and the extent to which all major functional areas essential for management of the PWS are reflected.](#)

DOE will evaluate the roles and responsibilities for the major functional areas of the organization and the lines of authority between organizational elements. Additionally, DOE will evaluate the roles and responsibilities and lines of authority between the Offeror and any teaming partners and subcontractors, including access to key personnel. [and DOE will evaluate the approach for monitoring and ensuring teaming partner and/or subcontractor performance, including incentives for performance and disincentives for lack of performance.](#) DOE will evaluate how these roles and responsibilities align to the PWS.

DOE will evaluate the Offeror’s organizational responsibilities and approach to interfacing with any outside entities that relate to, or affect, the Offeror’s performance of the work, including the DOE, other DOE prime contractors, regulatory agencies, state and local government, the public and other entities.

DOE will evaluate how well the Offeror’s organization and business systems support implementation of the Technical and Management Approach proposed and provide control and accountability for contract performance.

DOE will evaluate the Offeror’s plans and rationale for subcontracting PWS requirements instead of utilizing the Offeror’s own employees, including the Offeror’s process for identifying distinct subcontracts that can be performance-based and/or performed on a fixed-price subcontracting basis and how these subcontracts will be competed after contract award in a timely and effective manner; the approach for integrating the subcontracted work within the overall scope of work to be performed; and the approach to achieving the Offeror’s required Small Business Subcontracting Plan, including how the Offeror will establish small business work scopes and how they will be competed after contract award in a timely and effective manner.

Factor 4: Relevant Experience

~~DOE will evaluate the Offeror's relevant experience in performing work similar in size, scope and complexity to the PWS.~~ DOE will evaluate the relevant experience of the Offeror, including each entity participating in a joint venture, LLC, or teaming agreement thereof as defined within the Section H clause "Corporate Governance Plan," including any entity participating in the teaming arrangement thereof, as defined by FAR 9.601, and the Offeror's each major subcontractor (as defined in provision L.5) (s) for the same contracts or projects referenced for past performance information on the Attachment L-3, Past Performance and Relevant Experience Reference Information Forms. DOE will evaluate the entity's relevant experience performing work similar in size, scope and complexity to the functions of the PWS that the entity is being proposed to perform as identified in the Attachment L-3 including any improvements implemented in the performance of the work.

- Size is defined as dollar value and duration
- Scope is defined as the type of work (e.g. work as identified in the PWS); and
- Complexity is defined as performance challenges (e.g., types of waste and associated processing through final disposition; handling, storage and transfer of spent nuclear fuel; maintaining and operating aging nuclear facilities; complex regulatory environment; quality assurance requirements such as 10 CFR Part 50 Appendix B, 10 CFR Part 830.120, or their equivalents; relevant RCRA and CERCLA experience; interfaces with multiple site contractors; and management of a multi-disciplined workforce that includes integrated unions performing various and differing aspects of a project; etc.).

M.5 COST AND FEE EVALUATION

The cost/price proposal will be evaluated but will not be point scored or assigned a rating. DOE will evaluate each Offeror's proposed cost for realism, reasonableness and completeness. The evaluation of cost realism may include an analysis of specific elements of each Offeror's proposed cost to determine whether the proposed estimated cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the methods of performance and materials described in the Offeror's technical proposal.

The total evaluated price will be calculated by combining the most probable cost ~~(for CLIN 00001 through CLIN 00006 plus all~~ including Option CLINs 00001a through 00001g) Options; most probable cost for CLINs 00002, 00003, 00004, and 00006); ~~most probable DOE cost related to NSSS disposal costs/fees; the DOE--provided cost of \$70.9 million for CLIN 00005;~~ the calculated cost incentive fee for CLIN 00001, proposed schedule milestones fee, proposed annual milestones fee, and proposed performance incentives for CLIN 00001; ~~and~~ the calculated cost incentive fee for CLIN 00002, and proposed schedule milestones fee for CLIN 00002; ~~and~~ proposed fixed fee for CLIN 00003; and proposed fixed fee for CLIN 00006. Cost incentive fee for CLINs 00001 and 00002 is computed by taking the proposed target cost for CLINs 00001 and 00002 and then subtracting the computed most probable cost applying an 80/20 (Government/Offeror) share ratio on all computed cost over/underruns. Cost incentives for Option ~~0001a~~ 00001a through ~~0001f~~ 00001g is computed by taking the proposed target cost for each CLIN (~~0001a~~ 00001a through ~~0001f~~ 00001g) and subcontracting the computed most probable costs applying an 80/20 (Government/Offeror) share ratio on all over/underruns probable costs. Cost Incentive fee for CLIN 00002 is computed by taking the proposed target

~~cost for CLIN 000200002 and subtracting the computed most probable cost applying an 80/20 share ratio on all probable cost over/underruns.~~ Proposed CLIN 00001, all priced Options (CLIN 00001a through ~~00001f~~00001g-f) and CLIN 00002 fee shall not exceed ~~107~~107% for target fee computations with a maximum fee not to exceed 15%. Schedule milestones, annual milestones and performance incentives for CLIN 00001 and the schedule milestone for CLIN 00002 will be computed in accordance with Section B. Proposed CLIN 00003 fee shall not exceed 7% of the total estimate cost. Proposed CLIN 00006 fee shall not exceed \$8.00 per unit (gallon of sodium bearing waste treated), NTE 12.5% of the total estimated cost whichever is lower.

DOE will compare the total evaluated price to both the total anticipated contract funding and the anticipated funding by contract period. Because the funding is subject to change based on actual appropriation and actual award date of the Contract, DOE may make an award to an Offeror whose evaluated price differs from the anticipated funding profile provided in Section L. Offerors may propose to carry funds over from a previous contract period. However, ~~an Offeror whose a total~~ Offerors whose a total evaluated price ~~is that~~ significantly ~~exceeds above~~ the funding profile as set forth in Section L, either ~~on-by~~ on-by ~~a contract period annual~~ or total contract basis, may be considered unacceptable/determined ineligible for award.

In the event of a conflict between the total proposed prices specified by the Offeror in Volume III and the proposed prices reflected in Section B, the prices in Section B will be used to determine the total proposed price.

The Offeror has the responsibility to fully document and provide traceability of its cost proposal to the technical proposal. DOE may adjust ~~upward~~ the most probable cost as part of its cost realism analysis if the Offeror does not adequately substantiate its proposed costs.

An unreasonable, unrealistic, or incomplete Cost Proposal may be evidence of the Offeror's lack of, or poor understanding of, the requirements of the PWS and thus may adversely affect the rating of the Offeror's Technical and Management Proposal.

There should be no inconsistencies between the Cost Proposal and Technical and Management Proposal. Should the Government determine that inconsistencies exist; such inconsistency may result in an adjustment to the Offeror's proposed costs and/or may result in an adjustment under Factor 2 and/or 3.

Certain aspects of Volume III will be evaluated for responsibility and financial capability. In accordance with FAR Part 9, the responsibility and financial capability evaluation will take into consideration whether the ~~Contractor~~Offeror has adequate financial resources and the minimum insurance liability coverage per the Section H provision *Insurance – Work on a Government Installation* to perform the contract or has the ability to obtain it.

M.6 TECHNICAL ANALYSIS OF VOLUME III, COST AND FEE PROPOSAL

DOE will evaluate proposals in accordance with the M.4 Technical Evaluation Criteria and M.5 Cost and Fee Evaluation. As part of this evaluation, DOE will also perform a technical analysis of the 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 the reasonableness and realism of the proposed resources, traceability, errors and omissions, and other problem areas.

M.7 FAR 52.217-5, EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR Subpart 17.206, *Evaluation*, not to be in the Government's best interests, the Government will evaluate Offerors for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s). ~~As stated above in M.5, the Evaluated Price used in the best value analysis will include the sum of the Most Probable Cost and the Proposed Fee for the option items.~~