

**PART I – THE SCHEDULE**

**SECTION B**

**SUPPLIES OR SERVICES AND PRICES/COSTS**

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**B.1 DOE-B-2006 Firm-Fixed-Price Contract (OCT 2014)**

This is a firm-fixed-price construction contract. The Contractor shall provide the following CLINs at the fixed prices specified: *[offeror fill-in]*

| CLIN No.                    | SUBCLIN No. | SOW Reference | Statement of Work Description  | Price |
|-----------------------------|-------------|---------------|--|-------|
| <b>0001</b>                 |             | <b>C.3.1</b>  | <b>Project Management (CLIN 0001)</b>  |       |
| 0001                        | 0001A       | C.3.1.1       | Mobilization and Pre-Mobilization Submittals Project Management                          |       |
| 0001                        | 0001B       | C.3.1.2       | Construction, Testing & Demobilization Project Management                                |       |
| <b>CLIN 0001 - Subtotal</b> |             |               |  |       |
| <b>0002</b>                 |             | <b>C.3.2</b>  | <b>Headworks Procurement (CLIN 0002)</b>   |       |
| <b>CLIN 0002 - Subtotal</b> |             |               |  |       |
| <b>0003</b>                 |             | <b>C.3.3</b>  | <b>Treatment Plant Procurement (CLIN 0003)</b>   |       |
| <b>CLIN 0003 - Subtotal</b> |             |               |  |       |
| 0004                        |             | <b>C.3.4</b>  | <b>Headworks Foundation Excavation (CLIN 0004)</b>                                       |       |
| 0004                        | 0004A       | C.3.4.1       | Base Flow Facility Excavation, Disposal, and Shoring                                     |       |
| 0004                        | 0004B       | C.3.4.2       | Base Flow Facility Backfill  |       |
| 0004                        | 0004C       | C.3.4.3       | Storm Flow Facility Excavation, Disposal, and Shoring                                    |       |
| <b>CLIN 0004 - Subtotal</b> |             |               |  |       |
| <b>0005</b>                 |             | <b>C.3.5</b>  | <b>Headworks Foundation Installation (CLIN 0005)</b>                                     |       |
| 0005                        | 0005A       | C.3.5.1       | Base Flow Facility Micropile and Foundation Installation                                 |       |
| 0005                        | 0005B       | C.3.5.2       | Storm Flow Facility Micropile and Foundation Installation                                |       |
| 0005                        | 0005C       | C.3.5.3       | Structural Concrete for Base Flow Channel, Diversion Weir Structure, and Grit Processing |       |
| 0005                        | 0005D       | C.3.5.4       | Structural Concrete for Storm Flow Channel   |       |
| <b>CLIN 0005 - Subtotal</b> |             |               |  |       |
| <b>0006</b>                 |             | <b>C.3.6</b>  | <b>Treatment Plant Site Preparation &amp; Foundation Excavation (CLIN 0006)</b>          |       |
| 0006                        | 0006A       | C.3.6.1       | Treatment Plant Site Demolition  |       |

| CLIN No.                    | SUBCLIN No. | SOW Reference | Statement of Work Description  | Price |
|-----------------------------|-------------|---------------|--|-------|
| 0006                        | 0006B       | C.3.6.2       | Treatment Plant Debris Disposal  |       |
| 0006                        | 0006C       | C.3.6.3       | Treatment Plant <del>Remediation</del> , Backfill, and Rough Site Grading              |       |
| <b>CLIN 0006 - Subtotal</b> |             |               |  |       |
| <b>0007</b>                 |             | <b>C.3.7</b>  | <b>Treatment Plant Foundation Installation (CLIN 0007)</b>                             |       |
| 0007                        | 0007A       | C.3.7.1       | Gravity Filter Concrete  |       |
| 0007                        | 0007B       | C.3.7.2       | Treatment Plant Building Concrete  |       |
| 0007                        | 0007C       | C.3.7.3       | Outdoor Process Area Concrete  |       |
| <b>CLIN 0007 - Subtotal</b> |             |               |  |       |
| <b>0008</b>                 |             | <b>C.3.8</b>  | <b>Large Tanks Procurement (CLIN 0008)</b>   |       |
| 0008                        | 0008A       | C.3.8.1       | Treatment Plant Equalization Tank Equipment and Material Procurement                   |       |
| 0008                        | 0008B       | C.3.8.2       | Headworks Storm Water Storage Tank Equipment and Material Procurement                  |       |
| <b>CLIN 0008 - Subtotal</b> |             |               |  |       |
| <b>0009</b>                 |             | <b>C.3.9</b>  | <b>Site Work (CLIN 0009)</b>   |       |
| 0009                        | 0009A       | C.3.9.1       | Major Site Excavation Headworks  |       |
| 0009                        | 0009B       | C.3.9.2       | Major Site Excavation Treatment Plant  |       |
| 0009                        | 0009C       | C.3.9.3       | Establish Headworks Service  |       |
| 0009                        | 0009D       | C.3.9.4       | Establish Treatment Plant Service  |       |
| 0009                        | 0009E       | C.3.9.5       | Perform Seeding and Vegetation - All Areas   |       |
| 0009                        | 0009F       | C.3.9.6       | Cleanup - All Areas  |       |
| <b>CLIN 0009 - Subtotal</b> |             |               |  |       |
| <b>0010</b>                 |             | <b>C.3.10</b> | <b>Headworks Building Installation (CLIN 0010)</b>                                     |       |
| 0010                        | 0010A       | C.3.10.1      | Grit Pump Pre-Engineered Building Installation   |       |
| 0010                        | 0010B       | C.3.10.2      | Headworks Mechanical Equipment and Material Installation                               |       |
| 0010                        | 0010C       | C.3.10.3      | Headworks Electrical, Instrumentation, and Control Equipment and Material Installation |       |
| <b>CLIN 0010 - Subtotal</b> |             |               |  |       |
| <b>0011</b>                 |             | <b>C.3.11</b> | <b>Headworks Storm Water Storage Tank Foundation Installation (CLIN 0011)</b>          |       |
| 0011                        | 0011A       | C.3.11.1      | Subbase and Drilled Piers for Storm Water Storage Tank                                 |       |

| CLIN No.                    | SUBCLIN No. | SOW Reference | Statement of Work Description   | Price |
|-----------------------------|-------------|---------------|---|-------|
| 0011                        | 0011B       | C.3.11.2      | Structural Slab for Storm Water Storage Tank  |       |
| 0011                        | 0011C       | C.3.11.3      | Backfill for Storm Water Tank   |       |
| <b>CLIN 0011 - Subtotal</b> |             |               |   |       |
| <b>0012</b>                 |             | <b>C.3.12</b> | <b>Headworks Storm Water Storage Tank (SWST) Installation (CLIN 0012)</b>               |       |
| 0012                        | 0012A       | C.3.12.1      | Construct and Install Storm Water Storage Tank  |       |
| 0012                        | 0012B       | C.3.12.2      | Construct and Install Storm Water Storage Tank Process Equipment                        |       |
| 0012                        | 0012C       | C.3.12.3      | Construct and Install Storm Water Storage Tank Electrical and Instrumentation Equipment |       |
| <b>CLIN 0012 - Subtotal</b> |             |               |   |       |
| <b>0013</b>                 |             | <b>C.3.13</b> | <b>Treatment Plant Building and Tanks Installation (CLIN 0013)</b>                      |       |
| 0013                        | 0013A       | C.3.13.1      | Treatment Plant Building, Equipment and Material Installation                           |       |
| 0013                        | 0013B       | C.3.13.2      | Treatment Plant Building HVAC and Plumbing Equipment and Material Installation          |       |
| 0013                        | 0013C       | C.3.13.3      | Treatment Plant Chemical Reaction Tanks Equipment and Material Installation             |       |
| 0013                        | 0013D       | C.3.13.4      | Treatment Plant Equalization Tank Equipment and Material Installation                   |       |
| <b>CLIN 0013 - Subtotal</b> |             |               |   |       |
| <b>0014</b>                 |             | <b>C.3.14</b> | <b>Treatment Plant Process Equipment Installation (CLIN 0014)</b>                       |       |
| <b>CLIN 0014 - Subtotal</b> |             |               |   |       |
| <b>0015</b>                 |             | <b>C.3.15</b> | <b>Treatment Plant Electrical, Instrumentation and Control Installation (CLIN 0015)</b> |       |
| <b>CLIN 0015 - Subtotal</b> |             |               |   |       |
| <b>0016</b>                 |             | <b>C.3.16</b> | <b>Treatment Plant Process Piping Installation (CLIN 0016)</b>                          |       |
| <b>CLIN 0016 - Subtotal</b> |             |               |   |       |
| <b>0017</b>                 |             | <b>C.3.17</b> | <b>Headworks Site Work Asphalt &amp; Concrete Finishing (CLIN 0017)</b>                 |       |
| <b>CLIN 0017 - Subtotal</b> |             |               |   |       |

| CLIN No.                    | SUBCLIN No. | SOW Reference | Statement of Work Description                                      | Price |
|-----------------------------|-------------|---------------|--|-------|
| 0018                        |             | C.3.18        | Transfer Pipe Procurement/Installation (CLIN 0018)                 |       |
| CLIN 0018 - Subtotal        |             |               |  |       |
| 0019                        |             | C.3.19        | Treatment Plant Site Work Asphalt & Concrete Finishing (CLIN 0019) |       |
| CLIN 0019 - Subtotal        |             |               |  |       |
| 0020                        |             | C.3.20        | System Acceptance Testing (CLIN 0020)                              |       |
| CLIN 0020 - Subtotal        |             |               |  |       |
| 0021                        |             | C.3.21        | Demobilization (CLIN 0021)   |       |
| CLIN 0021 - Subtotal        |             |               |  |       |
| <b>Total Contract Price</b> |             |               |  |       |

**B.2 DOE-B-2012 Supplies/Services Being Procured/Delivery Requirements (OCT 2014)**

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set for in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Statement of Work (SOW) except for the services and information identified as Government-Furnished Services and Information (GFS&I).

**B.3 Execution of CLINS**

DOE will issue a Notice To Proceed (NTP) for each CLIN listed in the CLIN Pricing Table in section B.1. The Contractor shall not begin any work under any CLIN that a NTP has not been issued for. A single NTP may authorize one or multiple CLINs, based upon availability of funds.

**B.4 Disclosure of the Magnitude of the OF200 MTF Construction Project**

The magnitude of this requirement is anticipated to be more than \$10,000,000.

## **PART I – THE SCHEDULE**

### **SECTION C**

#### **STATEMENT OF WORK**

#### **C.1 PROJECT OVERVIEW, BACKGROUND, AND GENERAL REQUIREMENTS**

##### **C.1.1 BACKGROUND**

Historical missions of the Y-12 National Security Complex (Y-12) resulted in the release of mercury to the environment. The West End Mercury Area (WEMA) consists of former mercury use buildings located in the west end of the Y-12 Main Plant Area, including mercury contaminated soils and storm sewers in the immediate vicinity. Residual mercury in the deteriorating storm drain infrastructure, infiltrating groundwater, and sediment-bound mercury are remobilized and transported through the storm drain network to a discharge point called Outfall 200 (OF200) into the East Fork of Poplar Creek (EFPC). The primary mercury pathway of concern is surface water because EFPC flows from the Y-12 complex into the city of Oak Ridge.

In 2014, the DOE Oak Ridge Office of Environmental Management (OREM) issued a comprehensive plan addressing mercury remediation at Y-12 titled, “Strategic Plan for Mercury Remediation at the Y-12 National Security Complex, Oak Ridge, Tennessee” (DOE/OR/01-2605&D2). This Strategic Plan outlined a multi-pronged, adaptive approach to mitigate mercury contamination sources, remediate soils for controlled industrial use, and reduce water borne contamination leaving the site.

As a critical early component of the overall Y-12 mercury remediation strategy, design and construction of the Outfall 200 Mercury Treatment Facility (OF200 MTF) is a priority for OREM. The OF200 MTF is a key component of the strategy to reduce routine mercury migration into the headwaters of EFPC. The facility will also reduce mercury migration during upcoming demolition and remediation activities of mercury-laden buildings at Y-12. When operations commence, the goal for the facility is to reduce mercury contamination levels in the water and wildlife of Poplar Creek.

Operational responsibility for the site footprint has been transferred from NNSA to OREM. Some site preparation activities will be performed early by other contractors. DOE anticipates all early site preparation work will be completed prior to award of the OF200 MTF contract, with the exception of the secant pile walls. These activities include clearing and vegetation removal along areas of the EFPC, demolition/removal of select existing structures and other abandoned components, installation of underground transfer pipe casing and piping at three road crossings, routing and stubbing utility services to the site, rerouting an existing steam condensate line, and installation of secant pile walls.

### C.1.2 PURPOSE

The purpose of this contract is for the construction of the OF200 MTF. This contract scope covers facility construction, including but not limited to mobilization of the construction work force and equipment to the site, site preparation, civil and structural erection, procurement and installation of process and support equipment, piping, electrical, instrumentation and controls, final site work, and demobilization. Performance of construction acceptance testing, including system acceptance testing (cold testing) to verify installation and operability of equipment, piping, and instrumentation is also included in the contract scope.

OREM's cleanup contractor for the Oak Ridge Reservation (hereinafter referred to as the "Construction Support Services contractor") will provide technical support to DOE during construction, acceptance test procedure development that will be used to perform the system acceptance testing, and Title III engineering services (engineering during construction, including design changes, and as-built drawings and specifications). These services are considered Government Furnished Services and Information (GFS&I). The scope of this contract also excludes performance of operational test procedure development and performance (hot testing), and operational readiness and startup of the facility by the operations contractor, which will take place after completion of this contract.

The OF200 MTF, a water treatment system executed under the authority of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), will be constructed near OF200 within the Y-12 main industrial area in Oak Ridge, TN. The various facilities that comprise the OF200 MTF will have a combined footprint of approximately 200,000 square feet. There are two primary areas: the Headworks area located near OF200, and the Treatment Plant located approximately one half mile east of the Headworks area. The two areas will be joined by an above ground transfer pipeline. A summary of each is provided in the following paragraphs.

#### C.1.2.1 HEADWORKS

The OF200 MTF diversion structure and Headworks are located adjacent to the outfall on the south side of EFPC. Grit will be separated prior to transfer of the diverted water via a pipeline to the treatment plant. For diverted storm water in excess of the treatment capacity, grit separation is followed by pumping to a 2 million gal storm water storage tank, which is also located at the Headworks. Storm water collected in the storage tank is fed into the Treatment Plant as EFPC flow and treatment capacity allows.

### C.1.2.2 TREATMENT PLANT

The Treatment Plant is located near the east end of Y-12. A transfer pipeline will be located generally along the south side of EFPC to connect the Headworks to the Treatment Plant. The Treatment Plant consists of outdoor tanks, treatment equipment, and a treatment building that houses weather sensitive equipment. The outdoor equipment includes an equalization tank, process reaction tanks, clarifier/thickeners, bulk chemical tanks, and sludge settling tanks. Equipment indoors in the treatment building includes multi-media filtration (MMF), filter clearwell and backwash basins, backwash pumps and associated equipment, filter presses, treatment chemical metering and polymer make-down systems, and operations support and control areas.

### C.1.2.3 TRANSFER PIPELINE

A transfer pipeline approximately 3,100 ft. long will be constructed between the Headworks and treatment plant areas, generally paralleling the south side of EFPC and crossing EFPC to the north to enter the treatment plant. The pipeline will be constructed primarily of ultraviolet resistant high-density polyethylene (HDPE), with select sections constructed of cement-lined ductile iron pipe. The HDPE pipeline has a diameter of 20 in., and is generally located above ground and supported at grade. The pipeline is buried at road crossings and the entrances into the Headworks and treatment plant, and elevated on a pipe bridge at the EFPC crossing. While the terrain over which the pipeline will run is slightly downhill overall, the base flow wet well pumps provide the necessary head to transfer water to the treatment facility. An air-vacuum relief valve (AVRV) is located at the high point along the pipeline. The above grade piping is allowed to move with thermal expansion while being anchored to protect against damage and unwanted movement, with concrete pipe anchors and appropriate restraints provided at key locations. Pedestrian crossings are provided at intervals along the route to facilitate access to existing Y-12 infrastructure and the south bank of EFPC from the 3rd Street area.

Conduits parallel the transfer pipeline. The conduits contain the fiber optic cable for instrumentation and control (I&C) communication between the Headworks and treatment plant and electrical power from the Headworks to the AVR V heat trace.

## C.2 DESCRIPTION OF PERFORMANCE REQUIREMENTS

~~This contract requires the~~The Contractor ~~to~~shall manage, integrate, and execute the work described in this ~~SOW~~contract. The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services to complete the contract work scope, except for the services and information identified as GFS&I.

The Contractor shall be responsible for the integration and management of this project. The Contractor is responsible for management of the facilities from mobilization through demobilization. The Contractor will be the single point of accountability for the OF200 MTF construction activities, safety and quality assurance programs, regulatory compliance and ~~DOE-OREM~~ interface with DOE-OREM, and project management in performance of this Contract.

~~SOW performance~~ Performance expectations include the following:

- The Contractor shall provide all services and deliverables ~~identified in this SOW~~ in a timely, complete, effective and efficient manner.
- The Contractor shall demonstrate commitment to safety and quality in providing all services and in preparation of all deliverables required by the contract.
- The Contractor shall ensure that personnel assigned ~~to the contract~~ have the skills required to perform the SOW contract requirements.

### **C.2.1 GENERAL WORK REQUIREMENTS**

The Contractor shall ensure that all activities are conducted in compliance with applicable laws, regulations, DOE directives, and CERCLA decision documents in effect for Y-12.

The Contractor shall ensure the effective performance of all activities necessary to execute the SOW contract, which includes but is not limited to the following: technical management, project controls, scheduling and action tracking, estimating, procurement support, administrative support, subcontract oversight, regulatory and environmental compliance, quality assurance, risk management, safety and health, radiation protection, worker training, non-emergency fire protection, and records management.

The Contractor shall provide a full-time Site Safety Officer at the work site for the duration of the execution of the field work. DOE will maintain safety and health oversight of the work and monitor work activities for compliance to the work plans, Job Hazard Analyses (JHAs), industry safety practices, OSHA standards, and/or other applicable requirements.

The Contractor is responsible for control and management of the site during construction, including clearly defined processes for safe, reliable, and efficient conduct of all activities occurring on the site. The Contractor will be responsible for integrating and coordinating site activities with the Y-12 Operating Contractor. The Contractor shall also provide a full-time ~~General Superintendent~~ Construction Manager at the work site for the duration of the execution of the field work.

The Contractor shall ensure that its personnel meet and maintain the appropriate training, qualification and certification requirements required for the tasks being performed. The Contractor shall hire only competent personnel to be used in the performance of this contract. Training includes, but is not limited to, mandatory company, access-specific,

functional-specific, project-specific, facility-specific, job-specific, and professional qualification training.

All contractor personnel will be required to ~~attend site access training and~~ obtain an access badge prior to coming on site. ~~The Contractor shall have all personnel assigned to this project take the Y-12 General Employee Training.~~

DOE has developed a Quality Assurance Surveillance Plan (QASP) that provides a more detailed list of contractor quality assurance performance requirements. The QASP outlines the kinds of surveillance that DOE is using to evaluate the Contractors' performance. See Section J, Attachment J-11 for the QASP.

The OF200 MTF construction area is free from radiological contamination that reaches the threshold requiring radiological controls, per DOE Order 458.1 Chg. 3 Radiation Protection of the Public and the Environment. This has been verified by reports and site characterization data. However, as a precaution, it is necessary to validate this condition during excavation. The Contractor shall provide radiation protection support in accordance with the Radiation Protection Plan, defined in Section C.2.3, to validate that the site is free of radiological contamination that reaches the threshold requiring radiological controls periodically, during any excavation, and verification that radiological contamination is not present on equipment coming into the site or exiting the site.

The OF200 MTF construction area is free from mercury and other hazardous constituents that reach threshold requiring controls. This has been verified by reports and site characterization data. However, as a precaution, it is necessary to validate this during excavation. The Contractor shall monitor for mercury vapor during excavation of in situ soil and address appropriate controls for worker protection in ~~it's~~ Worker Safety and Health Program.

The Contractor is required to verify site characteristics for hazardous and/or radiological site conditions and, if necessary, compliant dispositioning per their Waste Management Plan.

The Contractor shall be responsible for their own internet access. Access to the Y-12 Operating Contractor's, Construction Support Services contractor's, and OREM's networks will not be allowable. See C.2.7 Security for Y-12 authorization requirements for wireless devices.

## C.2.2 PROJECT COORDINATION

Section G, *Contract Administration Data*, defines the role and responsibilities of the Contracting Officer (CO) and the Contracting Officer's Representative (COR). The COR will be supported by the ~~Contract Technical Representatives (CTR), who monitor Support Team (TST), which may include DOE and report on Contractor progress.~~ DOE contractor subject matter experts (SMEs). The ~~CTR~~TST will provide input to DOE. The TST

supports and provides recommendations to the COR, but is not authorized to provide direction to the Contractor.

All on-site work activities shall be ~~coordinated with DOE CTR~~ communicated to the appropriate member(s) of the TST at least 1 day in advance, unless otherwise noted. The Contractor shall invite ~~DOE's CTR~~ the appropriate member(s) of the TST to "Plan of the Day" meetings and provide a daily work plan that briefly identifies activities planned for the following day. The Contractor shall communicate all changes in planned activities to the COR and ~~DOE's CTR prior to implementation. The Contractor shall communicate issues affecting the contract with a Request for Clarification of Information (RCI). See Section J, Attachment J-10~~ appropriate member(s) of the TST prior to implementation.

The Contractor shall communicate issues requiring clarification by utilizing Section J Attachment J-10 Request for Clarification of Information (RCI).

The work will be conducted at the Y-12 National Security Site. The normal Y-12 site work schedule is a 4 day, Monday through Thursday, 6:30 AM to 5:00 PM, 40 hour work week; however the Contractor may propose an alternate work schedule. Any deviation requests to the normal Y-12 site work schedule ~~require, other than office-type work,~~ requires a minimum 48 hours advanced notice to the COR, with a copy to the ~~DOE's CTR~~ appropriate member(s) of the TST. The Contractor shall provide a minimum of 72 hours advance notice to DOE's COR of its intent to access the site on observed holidays. DOE retains the right to reject requests of alternate work schedules and/or work on observed holidays.

Portal 23 (the main security gate) on Bear Creek Road is open 24 hours a day, 7 days a week. The hours for Portal 13 (the Y-12 commercial/vendor vehicle security gate) are 5:00am – 12:30pm, Monday through Thursday. The ORR Landfills are available to receive waste between 7:00am – 4:00pm, Monday through Thursday. The Chestnut Ridge Y-12 exit gate is available for use during the ORR Landfills' operating hours, but requires pre-coordination with the Y-12 Operating Contractor.

The Contractor shall participate in weekly Construction Progress Meetings with DOE (with support by others as determined necessary by DOE) for the full duration of the contract to review the project schedule, discuss actions pending input from DOE, and resolve questions or concerns. At a minimum, the Contractor's Project Manager ~~and/or~~ Construction Manager (or other manager at the discretion of the COR) with authority to resolve field problems and make changes in schedule shall participate in progress meetings, with additional Contractor personnel participation on an as-needed basis. The Contractor shall provide a rolling three week schedule showing one week actual progress and a two week look-ahead forecast at each weekly progress meeting. ~~DOE's CTR~~ DOE will be responsible for issuing the Meeting Agenda, Meeting Notes and maintaining an Action Items list.

The Contractor shall participate in bi-weekly Integrated Project Team Meetings, with the Contractor's Project Manager ~~and/or~~ Construction Manager (or other manager at the

discretion of the COR) in attendance at a minimum. Bi-weekly IPT meetings will be chaired by DOE, who will be responsible for issuing the Meeting Agenda and Meeting Notes.

### C.2.3 SUBMITTAL REQUIREMENTS

The Contractor shall provide submittal information in accordance with the contract requirements and the Master Submittal Log (MSL). See Section J, Attachment J-3. All submittals ~~by, as well as field changes not affecting scope, schedule, or price, are considered to be technical correspondence and therefore shall be submitted in accordance with the Contractor procedures identified in G.4 Contract Administration, and~~ are subject to review ~~and~~ comment incorporation, ~~and/or approval by OREM~~. In no event will such review and comment relieve the Contractor of the responsibility of compliance with all requirements of the contract.

Prior to mobilization, the Contractor shall develop and submit for approval the appropriate project planning documents listed in Section J, Attachment J-3 to demonstrate readiness to perform. These documents include, but are not limited to the following:

Baseline Schedule: ~~The~~ Within 30 days after the initial notice to proceed, the Contractor shall submit a Contract Baseline Schedule for DOE review and acceptance. The schedule shall be provided in Primavera P6, version 16.1. The Contractor shall submit a brief narrative description of their plan for performing each part of the work scope to accompany the baseline schedule. The baseline schedule shall ~~consist of a precedence network diagram using the~~ be a detailed, resource loaded critical path ~~method to show each individual essential activity in sequence to meet the contract milestones and includes~~ schedule including predecessor/successor relationship logic, start/finish dates, activity duration in calendar days and clearly identified ~~subtask durations in calendar days. The schedule shall be of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. The baseline schedule shall be able to calculate a critical path for the entire project~~ contract milestones and deliverables. The schedule shall also show durations and dependencies, including off-jobsite activities such as design, fabrication of equipment, and procurement and delivery of material, ~~as well as total float and free float times. Further, the schedule shall be organized by CLIN/SubCLIN and be in full alignment with the schedule required by FAR 52.236-15 Schedules for Construction Contracts.~~

~~Critical Path Schedule: The Contractor shall maintain a detailed, resource loaded critical path schedule for the entire construction project and submit to the CO for information monthly.~~

Project Management Plan: The Contractor shall develop and submit a Project Management Plan that identifies the organizational structure, and clearly defines personnel authorities, responsibilities, accountabilities, and interfaces for management of the facilities. The Project Management Plan shall establish the Contractor policies,

programs, and/or procedures to be used, including addressing as a minimum the following elements:

- Establishing clear lines of authority and responsibility for planning, authorizing, and controlling facility activities;
- Establishing a comprehensive safety program, including methods for the analysis of hazards and implementation of hazard controls in the work planning and execution process;
- Accident and incident investigation and reporting, including occurrence reporting;
- Lockout/tagout; and
- Excavation/Penetration permitting.

Work Control Plan: The Contractor shall develop and submit a Work Control Plan per the Department of Energy Acquisition Regulation (DEAR) clause at 48 CFR 970.5223-1, *Integration of Environment, Safety, and Health into Work Planning and Execution*, for DOE approval. The Work Control Plan shall address how all on-site work activities are planned, authorized, and performed. The Contractor will assume the lead role in the development of the work control documents. The Contractor's Work Control Plan shall address, as applicable, work control document development; work planning (e.g., defining the scope of work, worker participation, walk downs, identifying hazards, methods to implement hazard controls, etc.); use of internal procedures, work instructions, checklists, or other workers aids; worker training/briefing prior to performing field work activities; and closeout of work activities.

Training Program Plan: The Contractor shall develop and submit a Training Program Plan to ensure that the training and qualification requirements are met and shall verify that all employees have completed the necessary training and qualification requirements to perform their assigned tasks. The Contractor shall list the field work and support positions to which their employees are assigned. The Contractor shall identify the roles and responsibilities for each position (these may be defined by procedures that are utilized in the performance of duties). The Contractor shall define and document any education and experience requirements, previous qualifications (i.e., union journeyman training), position skills training, safety training, facility specific training, and any other training required for individuals to be qualified for those positions. The Contractor shall develop and maintain a matrix that lists the individuals in each position and the associated training requirements. These records shall be readily available for inspection upon DOE's request. The With the exception of all access specific training (see Attachment J-8 General Conditions and Special Conditions, SC-3 Security and Badging Requirements), the Contractor shall bear all costs associated with required training. This includes time required by Contractor personnel to obtain the training as well as any associated tuition and materials costs.

Integrated Safety Management System (ISMS) Program Description: The Contractor shall manage and perform work in accordance with a documented Safety Management System per Section I DEAR clause 970.5223-1, *Integration of Environment, Safety, and Health into Work Planning and Execution*, which shall be submitted for DOE approval.

Radiation Protection Plan: The Contractor shall develop and submit a ~~Radiological~~Radiation Protection Plan in compliance with 10 CFR 835, *Occupational Radiation Protection*, and obtain DOE approval.

Waste Management Plan: The Contractor shall develop, submit, and maintain a Waste Management Plan that meets all applicable laws, regulations (i.e RCRA, CERCLA, TSCA) and applicable waste acceptance criteria. The Waste Management Plan shall include transportation and storage and must be approved by DOE. The Waste Management Plan should also reflect an integrated overarching approach to waste management that minimizes generation and maximizes recycling and reuse.

## **C.2.4 ENVIRONMENTAL COMPLIANCE AND PROTECTION**

### **2.4.1 GENERAL**

This project is being performed under CERCLA and as such there are Applicable and Relevant or Appropriate Requirements (ARARs) that have been addressed during design and will continue to be addressed during construction. The Contractor shall perform work activities in accordance with environmental compliance and protection requirements and Best Management Practices (BMPs). Work control documents and hazard assessments shall address hazards significant to the environment and provide applicable controls. National Environmental Policy Act (NEPA) values and National Historic Preservation Act (NHPA) are also applicable and the Contractor shall comply with the requirements in *10 CFR Part 1021, DOE NEPA Implementing Procedures, NEPA (42 USC 4321 et seq.), NHPA (PL89-665)* and other relevant preservation and archeological protection legislation as applicable to the work. The excavation/penetration permits for the project will include evaluation of ecological, cultural, and historic resources in advance of work activities that involve the excavation of soil and installation of structures. The Contractor shall notify DOE if any natural, cultural or historic resources are identified during their work activities.

Water management during excavation is an important environmental aspect of the Contractor's work which has been addressed in Specification 31.23.19.01, Dewatering. The Contractor shall develop and submit a Water Control Plan in accordance with the requirements of the specifications.

### **2.4.2 CLEAN WATER ACT & STORM WATER POLLUTION PREVENTION**

The Contractor shall comply with the requirements of the Clean Water Act (CWA); *TR 0400-40-01, -03, 04, and -05; 40 CFR Parts 122, 129, 403; CWA Sections 401 and 404;* and comply with applicable permits including CWA 26A Permit (TVA), ARAP (Form CN-0191), Y-12 NPDES permit, and TNR100000,

*General NPDES Permit for Discharge of Storm Water associated with Construction Activities*, where applicable.

A Storm Water Pollution Prevention Plan (SWPPP) will be developed for the work and provided as an attachment. It will address authorized discharges; spill prevention and reporting; solid waste and litter control; dust suppression; soil stabilization; storm water runoff controls; inspection requirements; BMPs; and Aquatic Resources Alteration Permit (ARAP) information. The Contractor shall follow the SWPPP requirements as outlined in the plan including performance of required inspections of erosion control devices and maintenance of records.

#### 2.4.3 CLEAN AIR ACT

The Contractor shall comply with the *Clean Air Act CAA (42 USC 7401 et seq.)*, *Tennessee Air Quality Act*, and *40 CFR Part 61 of NESHAPs*, *40 CFR Part 82, Protection of Stratospheric Ozone* and *40 CFR Part 80, Regulation of Fuels and Fuel Additives*. The Contractor shall comply with *40 CFR Part 98, Mandatory Greenhouse Gas Reporting* and *TR 1200-3 Tennessee Air Quality Act* regarding NESHAPs, ODSs, construction and facility operating permit compliance, regulation of fuels and additives, greenhouse gas (GHG) emission controls and fugitive dust emissions controls, as applicable. The Contractor shall evaluate new potential GHG sources and submit notification to DOE/Y-12 NSC prior to beginning work. The Contractor shall comply with fugitive dust emission control during field activities, as necessary to minimize emissions.

The Contractor shall properly use, store and manage hazardous materials (e.g., chemicals, fuels, propane, insecticide, herbicide, etc.) in compliance with requirements in *7 USC 136 et seq.*, *Tennessee Code Annotated (TCA) 43-8-101 et seq.*, *40 CFR Part 152.175*, *40 CFR Part 171*. The Contractor shall use chemicals in accordance with manufacturers' labeling and instructions and apply best management practices when managing such hazardous materials. The Contractor shall prepare and submit monthly inventories of hazardous chemicals.

#### 2.4.4 SPILL PREVENTION CONTROL AND COUNTERMEASURES (SPCC)

The Contractor shall implement Spill Prevention Control and Countermeasures (SPCC) in accordance with 40 CFR Parts 110 and 112 and the Y-12 Plant's *SPCC for the US DOE Y-12 NSC (Y/SUB/02-001091)*. The Contractor shall provide SPCC awareness training and annual discharge prevention briefing to personnel.

The Contractor shall notify and report release incidents and spills to DOE and the Y-12 Plant Shift Superintendents Office, who will subsequently report to the Tennessee Department of Environment and Conservation (TDEC) and the

Environmental Protection Agency (EPA). The Contractor shall develop and maintain paperwork for release incidents and spills and provide as an Information Submittal. Incident reporting and recordkeeping shall be in accordance with 40 CFR Parts 302 and 355 and the provisions of the Tennessee Oil Spill Cleanup and Environmental Preservation Act.

#### 2.4.5 INPUT FOR DOE & Y-12 ANNUAL REPORTS

The Contractor shall provide construction information for DOE and Y-12 Annual Reports in accordance with Sections 311 and 312 of the *Emergency Planning and Community Right-to-Know Act (EPCRA)* and *DOE Order 231.1B*. Construction information will be used in EPCRA Report, DOE Annual Site Environmental Report (ASER), and Oak Ridge Reservation (ORR) Monitoring Plan.

#### 2.4.6 POLLUTION PREVENTION & REPORTING

The Contractor shall purchase products for construction work in accordance with the *Pollution Prevention Act of 1990*, *7 CFR 2902*, *40 CFR Part 247*, *TCA 68-212-301 Tennessee Hazardous Waste Reduction Act*, and *TCA 68-46-306A Tennessee Pollution Prevention Act*. The Contractor shall submit information for Annual Pollution Prevention Reporting including the Annual Hazardous Waste Reduction Progress Report and Environmentally Preferable Purchasing data and information that addresses the selection of recycled and biobased materials utilized in the construction process.

#### 2.4.7 COORDINATION WITH REGULATORS

DOE will perform the direct coordination with regulators through the Oak Ridge Federal Facility Agreement (FFA) with support from the Contractor, including requests for information and for site visits. The Contractor shall allow access for FFA representatives to the project site after coordination by DOE.

### C.2.5 INTERFACES

The Contractor shall interface with the Y-12 Operating Contractor and ~~OREM's site contractor responsible for providing technical support to DOE during construction of the OF200 MTF~~ the Construction Support Services contractor. Project activities and site coordination roles, responsibilities, and interfaces shall be documented in applicable governing work control documents.

The Contractor shall limit activities to the immediate work site and designated staging areas. Travel shall be limited to the main roads. The work site is in close proximity to active Y-12 nuclear facilities. Care shall be taken to ensure that project work remains within the boundaries delineated on the project drawings. The Contractor shall coordinate all potential interface activities with the COR and ~~DOE's CTR~~ the appropriate

member(s) of the TST. The Contractor shall coordinate all site work activities with Y-12 site activities to mitigate impacts to site operations.

The Contractor shall coordinate with the Y-12 Operating Contractor for utilities, site and facilities access, and on-site emergency response including, but not limited to, the following:

- Requesting and coordinating any required outages modifications, or tie-ins for utilities;
- Requesting and coordinating Lockout/Tagout (LO/TO) for Y-12 Operating Contractor controlled utilities;
- Providing input to the Y-12 Operating Contractor Plan of the Week;
- Requesting Y-12 to designate facilities/locations for assembly/shelter/take cover locations; and
- Coordinating arrangements with the Y-12 Operating Contractor for any other services the Contractor may need (e.g., dumpster and emptying for sanitary waste from trailers, etc.).

The Contractor shall coordinate with the Construction Support Services contractor for items which include, but are not limited to, Title III engineering services, design authority, systems acceptance testing, and SCADA programming.

The Contractor shall establish Interface Agreements with the aforementioned entities as required.

As a CERCLA project, the OF200 MTF construction is governed by the *Federal Facilities Agreement for the Oak Ridge Reservation*. The Contractor shall provide support to OREM as requested for regulatory interfaces regarding project activities, including progress information and participating in monthly Integrated Project Meetings with regulators. DOE expects a high-level of interest from cognizant federal and state regulators.

### ~~C.2.6 GENERAL ASSUMPTIONS~~

- ~~1. Early site preparation activities, with the exception of the secant pile walls (which are located at the Headworks area) will be complete prior to issuance of the initial Notice to Proceed for this scope of work. The secant pile wall contractor will demobilize from the site by the end of November 2018.~~
- ~~2. No new or revised federal or state environmental permits will be required to perform the construction. Additionally, no City of Oak Ridge building permits are required for this project scope.~~
- ~~3. For OF200 MTF construction and operational responsibility for the site footprint will be transferred from NNSA to OREM. The Contractor is responsible for management of the facilities from mobilization through construction contract closeout.~~

- ~~4. The construction areas are designated as Underground Radioactive Materials Areas (true of the large majority of the Y-12 site) by the Y-12 Operating Contractor. Based on available data, surface soils and structure characterization indicate no hazardous or radiological constituents with levels above the threshold for respiratory protection in the work site.~~
- ~~5. Based on available data, no remediation of water or soils is required as part of the construction work scope.~~
- ~~6. Debris and clearing/grubbing materials are assumed to meet the waste acceptance criteria of the ORR Landfills.~~
- ~~7. No dumping fees are assessed to the Contractor at ORR Landfills.~~
- ~~8. The round trip from the work site to the ORR Landfills is approximately 10 miles.~~
- ~~9. Dewatering volumes are determined from the average annual precipitation in Oak Ridge, TN (approximately 51–54 inches per year).~~
- ~~10. Characterization data indicates groundwater in the area can be discharged in the area, so extracted water from de-watering efforts is assumed to be dischargeable to the surrounding soils. Sediment controls are required.~~
- ~~11. The total depth for all storm water storage tank bearing piers (25 in total) is assumed to be 750 lineal ft.~~
- ~~12. The total depth for all equalization tank bearing piers (25 in total) is assumed to be 625 lineal ft.~~
- ~~13. Acceptance Test Procedures (ATP) will be developed by others.~~
- ~~14. Test Directors for ATPs will be provided by others.~~
- ~~15. The Contractor is to provide all craft labor, material and equipment to perform ATPs. Assume sixteen (16) individual system ATPs and one (1) integrated system ATP. Assume an average of five (5) workers for one (1) week duration for performing each of the ATPs.~~
- ~~16. No blasting will be allowed.~~

~~C.2.6 Final ATP Test Reports will be issued by others.~~ **RESERVED**

- ~~17. The Contractor will provide all materials necessary for the utility tie-ins. The Contractor will perform tie-ins to storm drains and sewers. The remaining tie-ins will be performed by the Y-12 Operating Contractor.~~

## C.2.7 SECURITY

The Contractor shall notify and obtain approval from the Y-12 Operating Contractor prior to the use of any wireless devices. A minimum of ~~sixtyninety~~ sixty days are required to obtain approval for use of these devices. This includes all computers, 2-way radios, civil survey equipment, and any other equipment with transmitting capabilities. This does not include cellular phones. No photography or video recording of any kind is allowed at the Y-12 site by the Contractor. If photographs or videos are needed, the Contractor shall ~~contact~~ coordinate with the ~~Y-12 Operating Contractor~~ COR.

### C.2.7.1 BADGING

Personnel shall be badged to enter the Y-12 Site. The Contractor shall request badges from Y-12 Operating Contractor at least 14 calendar days in advance of scheduled site entrance of employees assigned or scheduled to work. ~~Proof of current site access training is a prerequisite for obtaining a badge. Approximately 4 hours per employee is required to complete the Y-12 Operating Contractor provided site access training. This training will be conducted at the Y-12 site and be no cost to the Contractor.~~

The Contractor shall coordinate with the COR and Y-12 Operating Contractor to arrange for visitor access. The Contractor shall submit visitor badge requests to the Y-12 Operating Contractor for temporary access at least 72 hours in advance of the scheduled visit. Incomplete requests can delay processing of the request and the Contractor shall be liable for any impact on contract performance occasioned by such delay.

The Contractor shall return badges upon completion of each employee's last day of on-site work. Final payment will not be processed until all badges are returned.

#### C.2.7.2 VEHICLE SITE ACCESS

Access portals are located on Bear Creek Road. Personal vehicles may only be parked in lots and spaces designated for employee parking.

Deliveries shall be through the Y-12 construction entrance identified on drawing number C941001-F-0009, civil overall site location, key map and access plan, located in Section J, Attachment J-2. Parking and work site access for Contractor vehicles used to conduct work shall be coordinated with the ~~DOE~~ CTR-appropriate member(s) of the TST. The Contractor's work site is identified on the drawings.

Parking along roads is prohibited.

### C.3 SCOPE FOR CONSTRUCTION OF OF200 MTF

All field work shall be performed in accordance with the specifications (Section J, Attachment J-1) and drawings (Section J, Attachment J-2) that have been stamped Issued for Construction (IFC), the Contractor's approved work control documents, and project SWPPP. The Contractor shall coordinate with DOE for required Special Inspections to meet applicable International Building Code (IBC) requirements, in accordance with the drawings and specifications. Engineering services during construction will be provided by others. The Contractor shall perform all other required testing as defined in the specifications and drawings to demonstrate compliance with the design requirements.

#### C.3.1 PROJECT MANAGEMENT (CLIN 0001)

To complete the work associated with Project Management, the Contractor shall:

### C.3.1.1 MOBILIZATION AND PRE-MOBILIZATION SUBMITTALS PROJECT MANAGEMENT

Submit required programmatic plans and Pre-Mobilization Submittals as specified on the MSL in Section J, Attachment J-3. Obtain status from DOE as required prior to mobilizing to site or performing the first related work activity.

Submit a sketch of the proposed “Layout for Temporary Facilities” (e.g., trailers, parking, laydown/staging, portable toilets, etc.), including proposed utility connections and required service. DOE will review and approve the proposed layout, prior to authorizing mobilization to the site. The Contractor is responsible for obtaining temporary construction utility tie-ins from the Y-12 Operating Contractor.

Submit a Traffic Control Plan for approval. As a minimum, the plan will address potential traffic interruptions during the project, including required road closures, potential impediments to emergency vehicle traffic, and the Contractor’s plans to provide and maintain sufficient traffic controls (e.g., signs, barriers, flaggers, etc.).

Develop and obtain approval for initial work control documents prior to DOE authorizing mobilization. Initial work control documents shall address all work activities required to complete mobilization and initiate site work activities to maintain project schedule, including installations of temporary facilities, installation of silt and security fencing, and construction lighting. Work control documents (individually or in groups) for remaining scope shall be developed and approved prior to performance of the related field work activities. The Contractor’s construction schedule shall include walk downs, work package development and approval activities as predecessors to their corresponding construction activities.

Submit a list of all vehicles, trailers, and construction equipment (e.g., fork trucks, telehandlers, etc.) used for construction. The Contractor shall address requirements for performing and documenting equipment inspections, including inbound inspection, daily pre-use inspections, and outbound inspections. The Contractor shall notify the COR and copy ~~DOE’s CTR~~the appropriate member(s) of the TST a minimum of 48 hours in advance of the on-site arrival of equipment.

### C.3.1.2 CONSTRUCTION, TESTING, AND DEMOBILIZATION PROJECT MANAGEMENT

This includes all labor associated with the Project Manager and Construction Manager, including their respective staffs. This also includes all labor related to engineering, scheduling, procurement and vendor oversight, project control, site oversight and maintenance labor, and all other professional services labor

associated with the project. This excludes all labor associated with performing mobilization and pre-mobilization submittals which is covered in C.3.1.1 Mobilization and Pre-Mobilization Submittals Project Management.

Upon authorization by DOE to mobilize, the Contractor shall deliver all equipment, vehicles, tools, materials and personnel to the work site as required for the initial activities. Mobilization includes inbound equipment inspections and mobilizing personnel and materials to support construction. Equipment and materials will be mobilized and demobilized throughout construction as required to support work activities.

Furnish all equipment, labor, and materials to complete installation of temporary facilities in accordance with applicable approved pre-mobilization submittals, including the “Layout for Temporary Facilities” addressed in C.3.1.1.

Establish institutional control of the OF200 MTF construction footprint. The Contractor shall layout the facility boundaries including fencing to partition off the areas in such a manner so as to provide adequate access and coordination of potential entries by DOE and other contractors as required.

Some silt fencing at the site will be installed by others during early site preparation. Construction activities will take place at and adjacent to the EFPC stream channel and will include excavation of flood plain soil or stream sediments. The Contractor shall install any additional sediment control barriers (e.g., silt fencing, wattles, etc.) and bring erosion control measures up to the level depicted in the civil drawings; Division 31, Earthwork specification; and the SWPPP.

Maintain erosion control throughout the construction phase until final grades are established and disturbed areas are revegetated, or receive their asphalt or concrete surface.

Install temporary security fencing around the boundaries of the construction site to control access. Maintain temporary security fencing throughout the construction phase. Install proper site postings and signage in accordance with applicable requirements and approved submittals.

Perform all project management and construction management functions during construction, testing, and demobilization of the project.

DOE will provide a document (i.e. punch list) identifying work not conforming to contract specifications that the Contractor shall complete prior to final payment. The Contractor shall submit operating manuals for equipment and a report of testing results.

Provide hard copy, red-lined, field mark-up construction drawings depicting as-built conditions within 10 working days after Demobilization from the site. CAD drawings are not required. Note that the resulting “as-built” drawings will be performed by others.

### **C.3.2 HEADWORKS PROCUREMENT (CLIN 0002)**

To complete the work associated with Headworks Procurement, the Contractor shall:

Procure all equipment and material to support construction of the Headworks facility, except material related to the Headworks storm water storage tank and associated appurtenances listed in paragraph C.3.8 (CLIN 0008). The Contractor shall procure storm flow grit facilities process equipment, engineered buildings, storm flow grit facilities electrical equipment, and electrical equipment for intake/base flow grit facilities, per the drawings and specifications.

Conduct factory acceptance testing prior to system or component shipment as required by specifications.

Ensure that equipment is properly packaged, shipped, and stored while awaiting installation. Document receipt inspection of all items and handle/stage/store procured items, as required by manufacturer and in accordance with the Contractor’s approved plans.

### **C.3.3 TREATMENT PLANT PROCUREMENT (CLIN 0003)**

To complete the work associated with Treatment Plant Procurement, the Contractor shall:

Procure all equipment and material to support construction of the treatment plant facility except material related to the treatment plant equalization tank and appurtenances listed in paragraph C.3.8 (CLIN 0008). The Contractor shall procure Treatment Plant Building Components, Solids Precipitation and Dewatering Equipment, and Process Equipment per the drawings and specifications. Document receipt inspection of all items and handle/stage/store procured items as required by manufacturer and in accordance with the Contractor’s approved plans.

Conduct factory acceptance testing prior to system or component shipment as required by specifications.

Ensure that equipment is properly packaged, shipped, unloaded, staged, and/or stored in accordance with manufacturer requirements and in accordance with the Contractor’s approved plans. Document receipt inspection of all items.

Procure and deliver hardware and software to DOE’s COR in accordance with Specification section 40 90 00, Instrumentation and Control for Process Systems,

for DOE's Supervisory Control and Data Acquisition (SCADA) system. The major function of SCADA is acquiring and managing data from remote devices such as valves, pumps, transmitters etc. and providing overall control remotely from a single location.

#### **C.3.4 HEADWORKS FOUNDATION EXCAVATION (CLIN 0004)**

To complete the work required to perform Headworks Excavation, the Contractor shall:

##### **C.3.4.1 BASE FLOW FACILITY EXCAVATION, DISPOSAL, AND SHORING**

Submit an Excavation Support Plan and install temporary shoring for deep excavation required for below grade structures at the Headworks site. Temporary shoring shall be designed, installed, maintained, and removed in accordance with Specification section 31 41 00, Shoring. Perform excavation of soil and rock for below grade concrete structures at the Headworks site (e.g. base flow grit chamber, base flow pump station, grit pump building) as shown on drawings and specifications. The Contractor shall transport excavated material offsite for disposal at the ORR Landfills in accordance with the approved Waste Management Plan. The Contractor shall maintain excavation in a dewatered condition in accordance with the approved Water Control Plan.

##### **C.3.4.2 BASE FLOW FACILITY BACKFILL**

Place and compact granular subbase material for base flow grit chamber, base flow pump station, storm flow grit chamber, storm flow pump station, and grit pump building in preparation for micropile installation and subsequent concrete work. The Contractor shall place and compact granular subbase material in accordance with civil and structural drawings and specifications.

##### **C.3.4.3 STORM FLOW FACILITY EXCAVATION, DISPOSAL, AND SHORING**

Submit an Excavation Support Plan and install temporary shoring for deep excavation required for below grade structures at the Headworks site. Temporary shoring shall be designed, installed, maintained, and removed in accordance with Specification section 31 41 00, Shoring. Perform excavation of soil and rock for below grade concrete structures at the Headworks site (e.g. storm flow grit chamber, storm flow pump station) as shown on drawings and specifications. The Contractor shall transport excavated material offsite for disposal at the ORR Landfills in accordance with the approved Waste Management Plan. The Contractor shall maintain excavation in a dewatered condition in accordance with the approved Water Control Plan.

#### **C.3.5 HEADWORKS FOUNDATION INSTALLATION (CLIN 0005)**

To complete the work required to construct Headworks Structures, the Contractor shall:

**C.3.5.1 BASE FLOW FACILITY MICROPILE AND FOUNDATION  
INSTALLATION**

Install micropiles for the base flow grit chamber, base flow pump station, and grit pump building after required excavation depths are reached and subbase is prepared. The Contractor shall design and install micropiles in accordance with structural drawings and performance specification requirements.

Construct forms, install rebar, and place concrete, for structural slabs for the base flow grit chamber, base flow pump station, and grit pump building in accordance with structural drawings and specifications. After concrete has cured sufficiently, the Contractor shall remove formwork.

**C.3.5.2 STORM FLOW FACILITY MICROPILE AND FOUNDATION  
INSTALLATION**

Install micropiles for the storm flow grit chamber, and storm flow pump station, after required excavation depths are reached and subbase is prepared. The Contractor shall design and install micropiles in accordance with structural drawings and performance specification requirements.

Construct forms, install rebar, and place concrete, for structural slabs for the storm flow grit chamber, and storm flow pump station in accordance with structural drawings and specifications. After concrete has cured sufficiently, the Contractor shall remove formwork.

**C.3.5.3 STRUCTURAL CONCRETE FOR BASE FLOW CHANNEL,  
DIVERSION WEIR STRUCTURE, AND GRIT PROCESSING**

After partially backfilling around Headworks below grade structures, the Contractor shall construct forms, install rebar, and place concrete, for structural concrete for base flow channel, intake structure, and in-stream diversion weir. The Contractor shall perform work in accordance with structural drawings and specifications. After concrete has cured sufficiently, the Contractor shall remove formwork. After weir installation, the Contractor shall place stream channel rip rap in accordance with drawings and specifications.

**C.3.5.4 STRUCTURAL CONCRETE FOR STORM FLOW CHANNEL**

After partially backfilling around Headworks below grade structures, the Contractor shall construct forms, install rebar, and place concrete, for structural concrete for storm flow channel. The Contractor shall perform work in accordance with structural drawings and specifications. After concrete has cured sufficiently, the Contractor shall remove formwork.

### **C.3.6 TREATMENT PLANT SITE PREPARATION & FOUNDATION EXCAVATION (CLIN 0006)**

To complete the work required to perform Treatment Plant Excavation, the Contractor shall:

#### **C.3.6.1 TREATMENT PLANT SITE DEMOLITION**

Perform demolition of existing features and structures at the Treatment Plant site as shown on drawing number C941002-F-0001, Civil Treatment Facility Site Demolition Plan, including removal of concrete slabs, walls, stairs, docks and appurtenances, removal of asphalt, etc., as shown on drawings.

Maintain excavation in a dewatered condition in accordance with the approved Water Control Plan.

Clear and maintain vegetation from new plant effluent outfall area along EFPC as required.

#### **C.3.6.2 TREATMENT PLANT DEBRIS DISPOSAL**

Transport demolition debris, excavated and waste materials for disposal at the ORR Landfills in accordance with the approved Waste Management Plan.

#### **C.3.6.3 TREATMENT PLANT ~~REMEDIA~~TION, ~~BACKFILL~~, AND ROUGH SITE GRADING**

Place and compact granular subbase material for the treatment plant in preparation for subsequent concrete work, in accordance with civil and structural drawings and specifications.

Place and compact backfill materials to rough grade level in accordance with civil and structural drawings and specifications after concrete foundations have reached specified required curing times.

### **C.3.7 TREATMENT PLANT FOUNDATION INSTALLATION (CLIN 0007)**

To complete the work required to install treatment plant foundation, the Contractor shall:

#### C.3.7.1 GRAVITY FILTER CONCRETE

Construct forms, install rebar, and place concrete for Gravity Filter slab in accordance with structural drawings and specifications. After concrete has cured sufficiently, remove formwork.

Construct forms, install rebar, and place concrete for Gravity Filter walls in accordance with structural drawings and specifications. After concrete has cured sufficiently, remove formwork.

#### C.3.7.2 TREATMENT PLANT BUILDING CONCRETE

Construct forms, install rebar, and place concrete for below grade footings, sumps, and pier foundations for tanks and treatment building in accordance with structural drawings and specifications. After concrete has cured sufficiently, remove formwork.

#### C.3.7.3 OUTDOOR PROCESS AREA CONCRETE

Install drilled piers for the equalization tank in accordance with structural drawings and specifications, including pilot holes, drilling, rebar installation, concrete placement, and finishing. See paragraph C.2.5.12 for nominal pier depth.

Construct forms, install rebar, and place concrete, for structural slab for the equalization tank and chemical reaction tanks in accordance with structural drawings and specifications. After concrete has cured sufficiently, remove formwork.

Construct forms, install rebar, and place concrete for at grade slabs adjacent to treatment building and around treatment building site including chemical unloading pad, concrete apron for roll-offs, tanker truck unloading pad, and electrical and heating, ventilation, and air conditioning (HVAC) equipment pads, in accordance with structural drawings and specifications. After concrete has cured sufficiently, remove formwork.

Construct forms, install rebar, and place concrete for diked containment slab for sulfuric acid and ferric chloride tanks, in accordance with structural drawings and specifications. After concrete has cured sufficiently, remove formwork.

Construct forms, install rebar, and place concrete for Chemical Reaction Tank walls in accordance with structural drawings and specifications. After concrete has cured sufficiently, remove formwork.

Construct forms, install rebar, and place concrete for Chemical Reaction Tank concrete beams and elevated slabs, in accordance with structural drawings and specifications. After concrete has cured sufficiently, remove formwork.

### **C.3.8 LARGE TANKS PROCUREMENT (CLIN 0008)**

The Contractor shall be responsible for procuring all the equipment and material necessary for construction/fabrication the Treatment Plant's equalization tank and the Headworks' storm water storage tank and appurtenances. Document receipt inspection of all items and handle/stage/store procured items as required by manufacturer.

#### **C.3.8.1 TREATMENT PLANT EQUALIZATION TANK EQUIPMENT/MATERIAL PROCUREMENT**

Procure the tank and all tank material, equipment, coatings, and appurtenance submittals per the drawings and specifications, including but not limited to tank design, shop drawings, certification, vendor data, cut sheets, maintenance manuals, inspections, factory acceptance test results, etc., prior to start of shop fabrication and/or prior delivery to site. Document receipt inspection of all items and handle/stage/store procured items as required by manufacturer.

#### **C.3.8.2 HEADWORKS STORM WATER STORAGE TANK EQUIPMENT/MATERIAL PROCUREMENT**

Procure the tank and all tank material, equipment, coatings, and appurtenance submittals per the drawings and specifications, including but not limited to tank design, shop drawings, certification, vendor data, cut sheets, maintenance manuals, inspections, factory acceptance test results, etc., prior to start of shop fabrication and/or prior delivery to site. Document receipt inspection of all items and handle/stage/store procured items as required by manufacturer.

### **C.3.9 SITE WORK (CLIN 0009)**

To complete the work required for site work, the Contractor shall:

#### **C.3.9.1 MAJOR SITE EXCAVATION HEADWORKS**

Perform site excavation for all Headworks facility foundations down to rock. All excavated materials will be loaded and hauled to disposal at the ORR Landfill.

#### **C.3.9.2 MAJOR SITE EXCAVATION TREATMENT PLANT**

Perform site excavation for all treatment plant foundations down to rock. All excavated materials will be loaded and hauled to disposal at the ORR Landfill.

### C.3.9.3 ESTABLISH HEADWORKS SERVICE

Primary feed to the Headworks facilities will be from a 13.8 kV, Y-12 source located on the North side of 3<sup>rd</sup> Street. The feeder will be underground and terminating the Headworks unit substation located in the Grit Handling Building. Electrical equipment includes medium voltage (MV) substations, transformers, and switch gear.

### C.3.9.4 ESTABLISH TREATMENT PLANT SERVICE

Primary feed to the treatment plant will be from a 13.8 kV, Y-12 source located on the southwest corner of the site. The feeder will be underground and terminating the treatment plant unit substation A. Electrical equipment includes MV substations, transformers, and switch gear.

### C.3.9.5 PERFORM SEEDING AND VEGETATION - ALL AREAS

Disturbed areas that will not be surfaced with gravel or concrete will be seeded and mulched in accordance with drawings and specifications.

### C.3.9.6 CLEANUP - ALL AREAS

Cleanup includes hauling and disposal of final construction debris.

## **C.3.10 HEADWORKS BUILDING INSTALLATION (CLIN 0010)**

To complete the work required for Headworks buildings installation, the Contractor shall:

### C.3.10.1 GRIT PUMP PRE-ENGINEERED BUILDING

Install pre-engineered Grit Pump building in accordance with drawings, specifications, and manufacturer's installation instructions.

Install metal shelter for Grit Handling Station on prepared footings in accordance with drawings, specifications, and manufacturer's installation instructions.

Install Chemical Feed System building on prepared slab-on-grade, in accordance with drawings, specifications, and manufacturer's installation instructions.

### C.3.10.2 HEADWORKS MECHANICAL EQUIPMENT AND MATERIAL INSTALLATION

Install all mechanical equipment and materials as required by drawings and specifications, including, but not limited to HVAC, plumbing, process equipment, pumps, manufactured tanks, piping, and pipe/equipment insulation. Coordinate

installation with other trades (e.g., concrete walls, civil backfill, etc.) to prevent rework.

### **C.3.10.3 HEADWORKS ELECTRICAL, INSTRUMENTATION, AND CONTROL EQUIPMENT AND MATERIAL INSTALLATION**

Install all electrical, and instrumentation and control materials and equipment in accordance with the requirements of the drawings and specifications. Installation of control systems such as SCADA and the electrical room. Other items installed would be emergency notification systems, fire alarms, communications, and access control systems.

### **C.3.11 HEADWORKS STORM WATER STORAGE TANK FOUNDATION INSTALLATION (CLIN 0011)**

To complete the work required for Headworks Storm Water Tank Foundation installation, the Contractor shall:

#### **C.3.11.1 SUBBASE AND DRILLED PIERS FOR STORM WATER STORAGE TANK**

Place and compact granular subbase material for storm water storage tank in preparation for drilled pier installation and subsequent concrete work, in accordance with drawings and specifications.

Excavate for storm water return pipe concrete encased inlet section as shown on drawings. Install pipe, construct forms, install rebar, and place concrete at the storm water storage tank in accordance with drawings and specifications. After concrete has cured sufficiently, remove formwork.

Install drilled piers for the storm water storage tank in accordance with drawings and specifications including pilot holes, drilling, rebar installation, concrete placement, acceptance testing, and finishing. See paragraph C.2.5.11 for nominal pier depth.

#### **C.3.11.2 STRUCTURAL SLAB FOR STORM WATER STORAGE TANK**

Construct forms, install rebar, and place concrete for structural slab for the storm water tank, in accordance with drawings and specifications. After concrete has cured sufficiently, remove formwork.

#### **C.3.11.3 BACKFILL FOR STORM WATER TANK**

Place and compact backfill materials to finish grade level in accordance with civil and structural drawings and specifications after concrete foundation has reached specified required curing times.

### **C.3.12 HEADWORKS STORM WATER STORAGE TANK (SWST) INSTALLATION (CLIN 0012)**

To complete the work required to construct the Headworks Storm water Storage Tank, the Contractor shall

#### **C.3.12.1 CONSTRUCT AND INSTALL STORM WATER STORAGE TANK**

Field erect tank as required by drawings and specifications, including painting. The Contractor shall coordinate installation with other trades to prevent rework.

#### **C.3.12.2 CONSTRUCT AND INSTALL STORM WATER STORAGE TANK PROCESS EQUIPMENT**

Install storm water tank storage process equipment as required by drawings and specifications. The Contractor shall coordinate installation with other trades to prevent rework.

#### **C.3.12.3 CONSTRUCT AND INSTALL STORM WATER STORAGE TANK ELECTRICAL AND INSTRUMENTATION EQUIPMENT**

Install storm water storage tank electrical and instrumentation equipment as required by drawings and specifications. The Contractor shall coordinate installation with other trades to prevent rework.

### **C.3.13 TREATMENT PLANT BUILDING AND TANKS INSTALLATION (CLIN 0013)**

To complete the work required to construct the Treatment Plant Building and install various tanks, the Contractor shall:

#### **C.3.13.1 TREATMENT PLANT BUILDING, EQUIPMENT AND MATERIAL INSTALLATION**

Install engineered treatment plant in accordance with drawings and specifications, including structural steel, exterior roofs and walls, interior ceilings and walls, insulation, and interior and exterior finishes.

Design and install the sprinkler and fire alarm system.

Install Sludge Settling Tanks and support structural steel/skids on prepared concrete foundations, in accordance with structural and process mechanical drawings, specifications, and manufacturer's installation instructions

Install Clarifiers and support structural steel/skids on prepared concrete foundation, in accordance with structural and process mechanical drawings, specifications, and manufacturer's installation instructions.

Install structural steel and grating for exterior platforms and stairs for access around exterior process equipment, in accordance with structural drawings and specifications.

Install metal shelter for Chemical Storage Tank area on prepared footings in accordance with architectural and structural drawings, specifications, and manufacturer's installation instructions.

Install exterior electrical in accordance with structural, electrical, and mechanical drawings, specifications, and manufacturer's installation instructions.

#### C.3.13.2 TREATMENT PLANT BUILDING HVAC AND PLUMBING EQUIPMENT AND MATERIAL INSTALLATION

Install building HVAC and plumbing equipment and material in accordance with structural, electrical, and mechanical drawings, specifications, and manufacturer's installation instructions.

#### C.3.13.3 TREATMENT PLANT CHEMICAL REACTION TANKS EQUIPMENT AND MATERIAL INSTALLATION

Install Chemical Reaction Tanks and support structural steel/skids on prepared concrete foundation, in accordance with structural and process mechanical drawings, specifications and manufacturer's installation instructions.

#### C.3.13.4 TREATMENT PLANT EQUALIZATION TANK EQUIPMENT AND MATERIAL INSTALLATION

Field erect tank as required by drawings and specifications, including installation of all mechanical equipment, appurtenances, and painting and coatings. Coordinate installation with other trades to prevent rework.

### **C.3.14 TREATMENT PLANT PROCESS EQUIPMENT INSTALLATION (CLIN 0014)**

To complete the work required to complete the installation of the Treatment Plant process equipment, the Contractor shall install all mechanical equipment and materials as required by drawings and specifications, including, but not limited to HVAC, plumbing, process equipment, pumps, piping, manufactured tanks, and pipe/equipment insulation. The installation shall be coordinated with other trades to prevent rework.

### **C.3.15 TREATMENT PLANT ELECTRICAL, INSTRUMENTATION AND CONTROL INSTALLATION (CLIN 0015)**

The Contractor shall install all electrical and instrumentation and control materials and equipment in accordance with the requirements of the drawings and specifications. Installation of control systems such as SCADA and the control room. Other items installed would be emergency notification systems, fire alarms, communications, and access control systems-.

### **C.3.16 TREATMENT PLANT PROCESS PIPING INSTALLATION (CLIN 0016)**

The Contractor shall: (1) procure and install all Process Piping as required by drawings and specifications, including insulation; (2) coordinate installation with other trades to prevent rework; (3) perform pipe inspections and testing as required by drawings and specifications, including, but not limited to, pressure testing and weld inspections; (4) perform testing prior to insulating or backfill at joint locations; and (5) notify DOE 24 hours prior to any field inspection or testing.

### **C.3.17 HEADWORKS SITE WORK ASPHALT & CONCRETE FINISHING (CLIN 0017)**

The Contractor shall install all site work asphalt and concrete in accordance with civil and structural drawings and specifications.

### **C.3.18 TRANSFER PIPE PROCUREMENT/INSTALLATION (CLIN 0018)**

To complete the work required to construct the Transfer Pipeline, the Contractor shall procure all materials and equipment in accordance with the requirements of the drawings and specifications, including, but not limited to: HDPE pipe, pipe supports and anchors, Pipeline Bridge, and crossover stairs. Receive, unload and stage/store all material in accordance with manufacturer requirements.

Install all transfer pipeline materials and equipment in accordance with the requirements of the drawings, specifications, and with manufacturer requirements.

Clear and grub the transfer pipe line route, as required, prior to installation of pipeline and components, in accordance with the drawings and specifications.

Place gravel pads along pipeline route in accordance with the requirements of the drawings and specifications.

Excavate, construct forms, install rebar, and place concrete for pipeline bridge piers, pipe supports on either end of the pipeline bridge, and concrete HDPE pipe anchors at either end of the transfer pipeline, in accordance with the requirements of the drawings and specifications. Remove forms after concrete has cured.

Install pipeline bridge structure over the EFPC on pipeline bridge piers in accordance with the requirements of the drawings and specifications.

Install transfer pipeline in accordance with the drawings and specifications.

Install conduit, pull boxes, heat trace components, other fittings, and fiber optic cable along pipeline route, in accordance with the drawings and specifications.

Install bollards along the pipeline route in accordance with the drawings and specifications.

Install crossover stairs over above grade transfer pipeline in eight (8) locations along the transfer pipeline route in accordance with the drawings and specifications.

### **C.3.19 TREATMENT PLANT SITE WORK ASPHALT & CONCRETE FINISHING (CLIN 0019)**

The Contractor shall install all site work asphalt and concrete in accordance with civil and structural drawings and specifications.

### **C.3.20 SYSTEM ACCEPTANCE TESTING (CLIN 0020)**

Construction Acceptance Testing. The Contractor shall perform equipment inspections and testing as required by the drawings and specifications, in accordance with Attachment J-12 Outfall 200 Mercury Treatment Facility Startup Test Plan, including, but not limited to receipt inspections, ~~Special Inspections and Observations,~~ construction acceptance testing, functional testing, and Manufacturer's Certificate of Proper Installation as part of applicable equipment procurement and installation. ~~Following completion of equipment installation, inspection, and construction acceptance testing, systems will be tested under the direction of the DOE's startup test manager.~~

~~The~~System Startup Acceptance Testing. ~~Following completion of equipment installation, inspection, and construction acceptance testing, the~~ Contractor shall perform system testing in accordance with ~~the approved~~Attachment J-12 Outfall 200 Mercury Treatment Facility Startup Test and Start-up Plan to verify systems and controls operate as designed. ~~Perform,~~ which will be observed by the DOE startup test manager. ~~The Contractor shall perform~~ troubleshooting and repairs, as required, to verify proper system operations. ~~The Contractor shall~~DOE will provide all equipment and materials required for testing. ~~The Contractor shall provide labor, equipment, and materials to support system acceptance testing.~~ ~~The DOE will develop detail~~detailed test procedures. For

planning purposes, the systems subject to acceptance testing which require Contractor support are identified in Table 1.

The Contractor shall provide labor, equipment, and materials to support system acceptance testing.

**Table 1. ATP system summary**

| <b>Process/system</b>          | <b>Associated equipment to be tested</b>   |
|--------------------------------|--|
| Headworks Intake and Base Flow | Bar screen, base flow gate, storm flow gate, base flow parshall flume, storm flow parshall flume, base flow transfer pumps, chemical metering system, associated equipment, valves, I&C  |
| Storm Flow                     | Storm flow pumps, storm flow sump pumps, chemical metering system, associated equipment, valves, I&C   |
| Grit Handling                  | Grit pumps, grit washer, grit room sump pumps, grit collection, associated equipment, valves, I&C  |
| Storm water Storage            | Storm water tank, tank mixers, associated equipment, valves, I&C   |
| Equalization Tank              | Equalization tank, tank mixers, equalization discharge pumps, associated equipment, valves, I&C  |
| Dechlorination                 | Tanks, tank mixers, chemical metering systems, valves, I&C   |
| Polymer Reaction               | Tanks, tank mixers, chemical storage and metering systems, polymer makedown system, associated equipment, valves, I&C  |
| Flocculation                   | Tanks, tank mixers, chemical metering systems, associated equipment, valves, I&C   |
| Clarifier                      | Inclined plate clarifiers, mixers, chemical metering systems, polymer makedown system, sludge pumps, associated equipment, valves, I&C   |
| Multimedia Filtration          | Multimedia filters/underdrains, backwash pumps, associated equipment, valves, I&C  |
| Solids Dewatering              | Tanks, polymer makedown system, filtrate pumps, filter press feed pumps, filter presses, sludge solid waste collection, associated equipment, valves, I&C  |
| Backwash Waste                 | Backwash waste pumps, associated equipment, valves, I&C  |
| Effluent                       | Parshall flume, chemical metering system, I&C  |
| Electrical                     | Headworks and Treatment Plant unit substations (primary switch, transformer, and secondary switchgear), electrical grounding systems, lightning protection systems, motor control centers, adjustable frequency drives, outdoor lighting, associated equipment               |
| I&C                            | Control systems (including SCADA and control room), emergency notification systems, fire alarm systems, communications systems, access control systems   |
| Building Services              | Lighting control systems, sprinkler systems, Headworks chemical storage facility, hot water systems, HVAC systems (including High-Efficiency Particulate Air (HEPA) filtration), air compressor systems, air scour blowers, sample preparation hood, fire protection systems |

Following successful completion of the system ATPs, an integrated system ATP will be performed to support acceptance and turnover to operations. The integrated ATP will be performed under the direction of the DOE's test manager, with support by the Contractor. ATPs are expected to be "cold" tests, meaning that the process fluid is potable water or water from another appropriate source. The functionality of process control software, including SCADA, will be demonstrated during acceptance testing. Pre-acceptance SCADA software testing is the responsibility of the DOE. The Contractor shall provide all other materials, equipment and labor to support integrated system testing. Preparation of the final test reports will be performed by others.

### **C.3.21 DEMOBILIZATION (CLIN 0021)**

The Contractor shall dispose of all construction waste prior to demobilizing from the work site. Perform final housekeeping in the work site. Remove all facilities/utilities/pad(s) provided by the Contractor. Remove temporary silt and erosion controls, construction site fencing, and temporary lighting. Restore affected areas. All disturbed areas shall be at grade and seeded/mulched as required by the drawings and specifications. Provide a completed and approved Inspection Punch List.

~~The Contractor shall provide a completed and approved Project Acceptance Document. The Contractor shall submit operating manuals for equipment and a report of testing results.~~

~~Provide red-lined construction drawings depicting as-built conditions within 10 working days after Demobilization from the site.~~

## **C.4 GOVERNMENT-FURNISHED SERVICES AND INFORMATION**

Services and information to be performed/provided by others, as well as equipment and materials that are not the responsibility of the Contractor include:

### **C.4.1 SERVICES AND INFORMATION**

1. Publishing Progress Meeting Agendas, Meeting Notes and maintaining the Action Items list;
2. DOE Issuance of Y-12 facility LO/TO permit (if needed);
3. Other than vendor programming of specific equipment programmable logic controllers (PLCs), programming of the project PLCs;
4. Programming of SCADA system;
5. There is no cost of usage of the ORR Landfills to the Contractor (note that the Contractor is responsible for all other disposal-related costs);
6. Special Inspections to meet International Building Code (IBC) requirements;
7. Development of Acceptance Test Procedures (ATP);
8. Test Directors for ATPs;
9. Final ATP Test reports;
10. Badging/site access training; ~~and~~

11. Title III engineering services;
12. ~~Temporary~~13.8 kV ~~temporary~~ construction power will be provided to the Headworks and Treatment Plant site boundary; ~~and~~
13. ~~Temporary~~2-inch, 60 psi ~~temporary~~ construction water will be provided at the Headworks and Treatment Plant site boundaries; ~~and~~
14. Y-12 emergency and security services are provided.

**PART I – THE SCHEDULE**

**SECTION D**

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**D.1 DOE-D-2001 Packaging and Marking (OCT 2014)**

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

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**SECTION E**

**INSPECTION AND ACCEPTANCE**

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**E.1 FAR 52.246-11 Higher-Level Contract Quality Requirement (DEC 2014)**

- (a) The Contractor shall comply with the higher-level quality standard(s) listed below.

EM-QA-001/R1 EM Quality Assurance Program and DOE O 414.1D, Quality Assurance

- (b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in—

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require—

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instruction, documentation control, and advanced metrology.

**E.2 FAR 52.246-12 Inspection of Construction (AUG 1996)**

- (a) Definition. “Work” includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not—

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

- (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.
- (d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- (e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (g) If the Contractor does not promptly replace or correct rejected work, the Government may—
- (1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or
  - (2) Terminate for default the Contractor's right to proceed.
- (h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

### **E.3 DOE-E-2001 Inspection and Acceptance (OCT 2014)**

Inspection and acceptance of all items under this contract shall be accomplished by the Contracting Officer in accordance with the clause entitled FAR 52.246-12, Inspection of Construction. If the Contracting Officer assigns this responsibility to the Contracting Officer's Representative or another representative of the Government, the Contracting Officer shall notify the Contractor in writing.

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**SECTION F**

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**F.1 FAR 52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984)**

The Contractor shall be required to

- (a) Commence work under this contract within 15 calendar days after the date the Contractor receives the notice to proceed,
- (b) Prosecute the work diligently, and
- (c) Complete the entire work ready for use not later than 1,461 calendar days after the initial notice to proceed. The time stated for completion shall include final cleanup of the premises.

**F.2 FAR 52.242-14 Suspension of Work (APR 1984)**

- (a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted
  - (1) by an act of the Contracting Officer in the administration of this contract, or
  - (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.
- (c) A claim under this clause shall not be allowed --
  - (1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
  - (2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

**F.3 DOE-F-2002 Place of Performance - Services (OCT 2014)**

The services specified by this contract shall be performed at the following location(s):

Oak Ridge Y-12 Site, Oak Ridge, TN

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**SECTION G**

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### **G.1 DOE-G-2001 Contracting Officer Authority (OCT 2014)**

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

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

### **G.2 DOE-G-2002 Contracting Officer's Representative (OCT 2014)**

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

### **G.3 DOE-G-2003 Contractor's Project Manager (OCT 2014) (Revised)**

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

### **G.4 DOE-G-2004 Contract Administration (OCT 2014)**

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

- (a) Technical correspondence. Technical correspondence shall be addressed to the Contracting Officer's Representative (COR) for this contract, and a copy of any such correspondence shall be sent to Contracting Officer (CO). As used herein, technical correspondence does not include correspondence where patent or rights in data issues are involved, nor technical correspondence which proposes or involves waivers, deviations, or modifications to the requirements, terms or conditions of this contract.
- (b) Other Correspondence.
  - (1) Correspondence regarding patent or rights in data issues should be sent to the Intellectual Property Counsel. A copy of such correspondence shall be provided to the CO.
  - (2) If no Government Contract Administration Office is designated on Standard Form ~~331442~~ (Block ~~24~~) or ~~Standard Form 26~~ (Block ~~6~~), all correspondence, other than technical correspondence and correspondence regarding patent of rights in data, including correspondence regarding waivers, deviations, or modifications to requirements, terms or conditions of the contract, shall be addressed to the CO. Copies of all such correspondence shall be provided to the COR.
  - (3) Where a Government Contract Administration Office, other than DOE, is designated on ~~either~~ Standard Form ~~331442~~ (Block ~~24~~), or ~~Standard Form 26~~ (Block ~~6~~), of this contract, all correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with copies of the correspondence to the ~~(insert~~ Contract Specialist or Contracting Officer), and the COR.
- (c) Information regarding correspondence addresses and contact information is as follows:
  - (1) Contract Specialist:
    - (A) U.S. Department of Energy  
Oak Ridge Office of Environmental Management  
Attn: To Be Inserted at Time of Award
    - (B) Telephone number: [To Be Inserted at Time of Award]
    - (C) Address: [To Be Inserted at Time of Award]
    - (D) Email address: [To Be Inserted at Time of Award]
  - (2) Contracting Officer
    - (A) U.S. Department of Energy  
Oak Ridge Office of Environmental Management  
Attn: To Be Inserted at Time of Award
    - (B) Telephone number: [To Be Inserted at Time of Award]

- (C) Address: [*To Be Inserted at Time of Award*]
- (D) Email address: [*To Be Inserted at Time of Award*]
- (3) Contracting Officer's Representative
  - (A) U.S. Department of Energy  
Oak Ridge Office of Environmental Management  
Attn: *To Be Inserted at Time of Award*
  - (B) Telephone number: [*To Be Inserted at Time of Award*]
  - (C) Address: [*To Be Inserted at Time of Award*]
  - (D) Email address: [*To Be Inserted at Time of Award*]
- (4) Intellectual Property Counsel
  - (A) Integrated Service Center (ISC) Oak Ridge Office acting through the  
Intellectual Property Law Division of the Office of Chief Counsel
  - (B) Telephone number: (865) 576-1077
  - (C) Address: Department of Energy  
P.O. Box 2001  
Oak Ridge, TN 37831-2001
  - (D) Email address: [*To Be Inserted at Time of Award*]
- (5) Government Contract Administration Office
  - (A) U.S. Department of Energy  
Oak Ridge Office of Environmental Management  
Attn: *To Be Inserted at Time of Award*
  - (B) Telephone number: [*To Be Inserted at Time of Award*]
  - (C) Address: [*To Be Inserted at Time of Award*]
  - (D) Email address: [*To Be Inserted at Time of Award*]

**G.5 DOE-G-2005 Billing Instructions (OCT 2014) (Revised)**

- (a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under the contract.
- (b) Contractors shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting

- documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.
- (c) A paper copy of a voucher that has been submitted electronically will not be accepted.
  - (d) Contractors shall itemize at the CLIN/SubCLIN level on all Standard Form 1034 vouchers, and provide an electronic copy via email attachment to the CO and COR.

**G.6 DOE-G-2006 Submission of Request for Progress Payments (OCT 2014) (Revised)**

- (a) Progress Payments ~~under this contract~~ are authorized under this contract in accordance with the clause at FAR 52.232-~~16, Progress~~5, Payments Under Fixed-Price Construction Contracts. The Contractor shall use Standard Form 1443 (Contractor's Request for Progress Payment) when requesting progress payments.
- (b) Contractors shall submit requests for progress payments electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.
- (c) The Contracting Officer will not make progress payments or increase the contract price beyond the funds obligated under the contract, as amended.
- (d) Contractors shall itemize at the CLIN/SubCLIN level on all Standard Form 1443 vouchers, and provide an electronic copy via email attachment to the CO and COR.

**G.7 DOE-G-2007 Contractor Performance Assessment Reporting (OCT 2014) (Revised)**

- (a) The Contracting Officer will document the Contractor's performance under this contract (including any task orders placed against it, if applicable) by using the Contractor Performance Assessment Reporting System (CPARS). CPARS information is handled as "Source Selection Information." Performance assessments entered into CPARS by the Contracting Officer are transmitted to the Past Performance Information Retrieval System (PPIRS) which is maintained by the Department of Defense (DoD). Information in PPIRS is available to authorized Government personnel seeking past performance information when evaluating proposals for award.
- (b) Contractor performance will be evaluated at least annually at the contract or task order level, as determined by the Contracting Officer. Evaluation categories may include any or all of the following at the Government's discretion: (1) quality, (2)

schedule, (3) business relations, (4) business management/key personnel, and (5) cost/price. PPIRS information is available at <http://www.ppirs.gov>, and CPARS information is available at <http://www.cpars.gov>. It is recommended that the Contractor take the overview training that can be found on the CPARS website. The Contractor shall acknowledge receipt of the Government's request for comments on CPARS assessments at the time it is received and shall adhere to the process and associated timeline found in the *User Manual for Contractor Performance Assessment Reporting System (CPARS)*.

- (c) Joint Ventures. Performance assessments shall be prepared on contracts with joint ventures. When the joint venture has a unique Commercial and Government Entity (CAGE) code and Data Universal Numbering System (DUNS) number, a single assessment will be prepared for the joint venture using its CAGE code and DUNS number. If the joint venture does not have a unique CAGE code and DUNS number, separate assessments, containing identical narrative, will be prepared for each participating contractor and will state that the evaluation is based on performance under a joint venture and will identify the contractors that were part of the joint venture.
- (d) In addition to the performance assessments addressed above, the Government will perform other performance assessments necessary for administration of the contract in accordance with other applicable clauses in this contract.

#### **G.8 DOE-G-2008 Non-Supervision of Contractor Employees (OCT 2014)**

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

**PART I – THE SCHEDULE**

**SECTION H**

**SPECIAL CONTRACT REQUIREMENTS**

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~~H.1 DOE-H-2006 Defense Nuclear Facilities Safety Board (OCT 2014)~~

~~H.1 RESERVED~~

~~The Contractor shall conduct activities in accordance with those DOE commitments to the Defense Nuclear Facilities Safety Board (DNFSB) which are contained in implementation plans and other DOE correspondence to the DNFSB. The Contractor shall support preparation of DOE responses to DNFSB issues and recommendations which affect or can affect Contract work. Based on the Contracting Officer's direction, the Contractor shall fully cooperate with the DNFSB and provide access to such work areas, personnel, and information as necessary. The Contractor shall maintain a document process consistent with the DOE manual on interface with the DNFSB. The Contractor shall be accountable for ensuring that subcontractors adhere to these requirements.~~

**H.2 DOE-H-2012 Sustainable Acquisitions under DOE Construction Contracts (OCT 2014) (Revised)**

Pursuant to Executive Order [Executive Order \(EO\) 13693, Planning for Federal Sustainability in the Next Decade](#), the Department of Energy is committed to managing its facilities in an environmentally preferable manner that will promote the natural environment and protect the health and well being of its Federal employees and contractor service providers. In the performance of work under this contract, the Contractor shall exert its best efforts to provide its services in a manner that will promote the natural environment and protect the health and well being of Federal and contract employees at the facility. Sustainable acquisition or environmentally preferable contracting has several interacting initiatives. Among the initiatives are the following:

- Recycled Content Products are described at <http://epa.gov/cpg>
- Biobased Products are described at <http://www.biopreferred.gov/>
- Energy efficient products are at <http://energystar.gov/products> for Energy Star products
- Energy efficient products are at <http://www.eere.energy.gov/femp/procurement> for FEMP designated products

- Environmentally Preferable Computers are at <http://www.epeat.net>
- Non-Ozone Depleting Alternative Products are at <http://www.epa.gov/ozone/strathome.html>
- Water efficient plumbing products are at <http://epa.gov/watersense>

To the extent that the services provided by the Contractor require provision of any of the above types of products, the Contractor is expected to provide the sustainable, environmentally preferable type of product unless that type of product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. The clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts, in Section I of this contract require the use of products that have biobased content or have recycled content.

In case of an apparent inconsistency between this provision and any specification elsewhere in the contract, consult the Contracting Officer for resolution.

### **H.3 DOE-H-2013 Consecutive Numbering (OCT 2014)**

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

### **H.4 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 NOV/NOAVs and fines and penalties.

#### **H.5 DOE-H-2019 Disposition of Intellectual Property – Failure to Complete Contract (OCT 2014)**

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

- (a) The Government may take possession of and use all the technical data, including limited rights data, restricted computer software, and data and software obtained from subcontractors, licensors, and licensees, necessary to complete the work in conformance with this contract, including the right to use the data in any Government solicitations for the completion of the work contemplated under this contract. Technical data includes, but is not limited to, specifications, designs, drawings, operational manuals, flowcharts, software, databases and any other information necessary for the completion of the work under this contract. Limited rights data and restricted computer software will be protected in accordance with the provisions of the Section I clause entitled "DEAR 970.5227-1 Rights in Data- Facilities." The Contractor shall ensure that its subcontractors and licensors make similar rights available to the Government and its contractors.
- (b) The Contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the Contractor, and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this Contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles, materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility; and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at anytime from contesting the enforceability, validity or scope of, or title to, any rights or patents or other intellectual property herein licensed.
- (c) In addition, the Contractor will take all necessary steps to assign permits, authorizations, leases, and licenses in any third party intellectual property to the Government, or such other third party as the Government may designate, that are necessary for the completion of the work contemplated under this Contract.

#### **H.6 DOE-H-2021 Work Stoppage and Shutdown Authorization (OCT 2014) (Revised)**

- (a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in a serious injury or death, including exposure to

- radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure.
- (b) **Work Stoppage.** In the event of an Imminent Health and Safety Hazard, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (i.e., by directing the operator/implementer of the activity or process causing the imminent hazard to stop work, or by initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect U.S. Department of Energy (DOE) facilities and the environment. In the event an imminent health and safety hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating action should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the Contracting Officer.
- (c) **Shutdown.** In the event of an imminent danger in relation to the facility safety envelope or a non-Imminent Health and Safety Hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the DOE Site Manager. Any written direction to suspend operations shall be issued by the Contracting Officer, pursuant to the Clause entitled, "FAR 52.242-14, Suspension of Work."
- (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.7 DOE-H-2022 Contractor Business Systems (OCT 2014) (Revised)

- (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)(2)~~ 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)(3)~~ 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.8 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 contract award that-
    - (i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in preparing cost proposals; and
    - (ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the acceptability of the Contractor's estimating practices.
  - (3) The Contractor shall—
    - (i) Comply with its disclosed estimating system; and
    - (ii) Disclose significant changes to the cost estimating system to the Contracting Officer on a timely basis.
  - (4) The Contractor's estimating system shall provide for the use of appropriate source data, utilize sound estimating techniques and good judgment, maintain a consistent approach, and adhere to established policies and procedures. An acceptable estimating system shall accomplish the following functions:
    - (i) Establish clear responsibility for preparation, review, and approval of cost estimates and budgets.
    - (ii) Provide a written description of the organization and duties of the personnel responsible for preparing, reviewing, and approving cost estimates and budgets.

- (iii) Ensure that relevant personnel have sufficient training, experience, and guidance to perform estimating and budgeting tasks in accordance with the Contractor's established procedures.
  - (iv) Identify and document the sources of data and the estimating methods and rationale used in developing cost estimates and budgets.
  - (v) Provide for adequate supervision throughout the estimating and budgeting process.
  - (vi) Provide for consistent application of estimating and budgeting techniques.
  - (vii) Provide for detection and timely correction of errors.
  - (viii) Protect against cost duplication and omissions.
  - (ix) Provide for the use of historical experience, including historical vendor pricing information, where appropriate.
  - (x) Require use of appropriate analytical methods.
  - (xi) Integrate information available from other management systems.
  - (xii) Require management review, including verification of compliance with the company's estimating and budgeting policies, procedures, and practices.
  - (xiii) Provide for internal review of, and accountability for, the acceptability of the estimating system, including the budgetary data supporting indirect cost estimates and comparisons of projected results to actual results, and an analysis of any differences.
  - (xiv) Provide procedures to update cost estimates and notify the Contracting Officer in a timely manner.
  - (xv) Provide procedures that ensure subcontract prices are reasonable based on a documented review and analysis provided with the prime proposal, when practicable.
  - (xvi) Provide estimating and budgeting practices that consistently generate sound proposals that are compliant with the provisions of the solicitation and are adequate to serve as a basis to reach a fair and reasonable price.
  - (xvii) Have an adequate system description, including policies, procedures, and estimating and budgeting practices, that comply with the Federal Acquisition Regulation (48 CFR chapter 1) and Department of Energy Acquisition Regulation (48 CFR chapter 9).
- (e) Significant deficiencies.

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

#### **H.9 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 contract award. Failure to maintain an acceptable accounting system, as defined in this clause, shall result in the withholding of payments if the contract includes the Section H clause Contractor Business Systems, and also may result in disapproval of the system.
- (c) System criteria. The Contractor's accounting system shall provide for—
- (1) A sound internal control environment, accounting framework, and organizational structure;
  - (2) Proper segregation of direct costs from indirect costs;
  - (3) Identification and accumulation of direct costs by contract;
  - (4) A logical and consistent method for the accumulation and allocation of indirect costs to intermediate and final cost objectives;
  - (5) Accumulation of costs under general ledger control;
  - (6) Reconciliation of subsidiary cost ledgers and cost objectives to general ledger;
  - (7) Approval and documentation of adjusting entries;
  - (8) Management reviews or internal audits of the system to ensure compliance with the Contractor's established policies, procedures, and accounting practices;
  - (9) A timekeeping system that identifies employees' labor by intermediate or final cost objectives;

- (10) A labor distribution system that charges direct and indirect labor to the appropriate cost objectives;
  - (11) Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account;
  - (12) Exclusion from costs charged to Government contracts of amounts which are not allowable in terms of 48 CFR part 31, Contract Cost Principles and Procedures, and other contract provisions;
  - (13) Identification of costs by contract line item and by units (as if each unit or line item were a separate contract), if required by the contract;
  - (14) Segregation of preproduction costs from production costs, as applicable;
  - (15) Cost accounting information, as required—
    - (i) By contract clauses concerning limitation of cost (48 CFR 52.232-20), limitation of funds (48 CFR 52.232-22), or allowable cost and payment (48 CFR 52.216-7); and
    - (ii) To readily calculate indirect cost rates from the books of accounts;
  - (16) Billings that can be reconciled to the cost accounts for both current and cumulative amounts claimed and comply with contract terms;
  - (17) Adequate, reliable data for use in pricing follow-on acquisitions; and
  - (18) Accounting practices in accordance with standards promulgated by the Cost Accounting Standards Board, if applicable, otherwise, Generally Accepted Accounting Principles.
- (d) Significant deficiencies.
- (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, on any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
  - (2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's accounting system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor did not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.

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

#### **H.10 DOE-H-2026 Contractor Purchasing System Administration (OCT 2014)**

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

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

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

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

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

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

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

- (ii) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).
- (d) Significant deficiencies.
  - (1) The Contracting Officer will provide notification of initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
  - (2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's purchasing system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor did not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.
  - (3) The Contracting Officer will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning—
    - (i) Remaining significant deficiencies;
    - (ii) The adequacy of any proposed or completed corrective action; and
    - (iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.
- (e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies.
- (f) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's purchasing system, and the contract includes the Section H clause Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

#### **H.11 DOE-H-2033 Alternative Dispute Resolution (OCT 2014)**

- (a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to

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

#### **H.12 DOE-H-2034 Contractor Interface With Other Contractors And/Or Government Employees (OCT 2014)**

The Government may award contracts to other contractors for work to be performed at a DOE-owned or –controlled site or facility. The Contractor shall cooperate fully with all other on-site DOE contractors and Government employees. The Contractor shall

coordinate its own work with such other work as may be directed by the Contracting Officer or a duly authorized representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by a Government employee.

### **H.13 DOE-H-2044 Material Data Sheet Availability (OCT 2014)**

In implementation of the clause at FAR 52.223-3, Hazardous Material Identification and Material Safety Data, the Contractor shall obtain, review and maintain a Material Data Sheet (MDS) 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).

### **H.14 DOE-H-2046 Diversity Program (OCT 2014)**

- (a) The Contractor shall develop and implement a diversity program consistent with and in support of the DOE's diversity program. A diversity plan covering the full period of performance (base and option periods) shall be submitted to the Contracting Officer for approval within sixty (60) calendar days after the initial Notice to Proceed. Once the diversity plan is approved by the Contracting Officer, the Contractor shall implement the diversity plan within thirty (30) calendar days of its approval by the Contracting Officer.
- (b) The diversity plan shall address, at a minimum, the Contractor's approach to ensure an effective diversity program (including addressing applicable affirmative action and equal employment opportunity regulations) to include: (1) a statement of the Contractor's policies and practices; and (2) planned initiatives and activities which demonstrate a commitment to a diversity program, including recruitment strategies for hiring a diverse work force. The diversity plan shall also address, as a minimum, the Contractor's approach for promoting diversity through (1) the Contractor's work force; (2) educational outreach, including a mentor-protégé program; (3) stakeholder involvement and outreach; (4) subcontracting; and (5) economic development.
- (c) An annual diversity report shall be submitted pursuant to Section J, Attachment J-3 entitled, *Master Submittal Log*. This report shall provide a list of accomplishments achieved, both internally and externally during the current reporting period, and projected initiatives during the next reporting period. The report shall also list any proposed changes to the diversity plan which shall be subject to the Contracting Officer's approval.

### **H.15 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.16 DOE-H-2048 Public Affairs – Contractor Releases Of Information (OCT 2014)**

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

#### **H.17 DOE-H-2049 Insurance Requirements (OCT 2014)**

- (a) In accordance with the clause 52.228-5, Insurance - Work on a Government Installation, the following types and minimum amounts of insurance shall be maintained by the Contractor:
  - (1) Workers' compensation – Amount in accordance with applicable Federal and State workers' compensation and occupational disease statutes.
  - (2) Employer's liability - \$100,000 (except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers).
  - (3) Comprehensive bodily injury liability - \$500,000.
  - (4) Property damage liability – None, unless otherwise required by the Contracting Officer.
  - (5) Comprehensive automobile bodily injury liability - \$200,000 per person and \$500,000 per occurrence.
  - (6) Comprehensive automobile property damage - \$20,000 per occurrence.

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

**H.18 DOE-H-2050 Incorporation Of Small Business Subcontracting Plan - Alternate I (OCT 2014) (Revised)**

- (a) In accordance with the clause at FAR 52.219-9, Small Business Subcontracting Plan, the master subcontracting plan contained in Section J, Attachment J-5, is hereby incorporated into and made a part of this contract.
- (b) Prior to the beginning of each Government fiscal year, or other period as required by the Contracting Officer, the Contractor shall submit an individual subcontracting plan containing the annual subcontracting goals required by the clause at FAR 52.219-9, Small Business Subcontracting Plan, and any changes to the master subcontracting plan. The annual, individual subcontracting plan and changes to the master plan are subject to the Contracting Officer's approval; and the approved plan is incorporated by reference into the contract.
- (c) Note that in accordance with Section I clause FAR 52.219-16, Liquidated Damages – Subcontracting Plan, if, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages.

**H.19 DOE-H-2053 Worker Safety And Health Program In Accordance With 10 CFR 851 (OCT 2014)**

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

all emergency response drills and exercises related to the Contractor's work and interface with other DOE contractors.

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

## **H.20 DOE-H-2059 Preservation Of Antiquities, Wildlife And Land Areas (OCT 2014)**

- (a) Federal Law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics and artifacts. The Contractor shall control the movements of its personnel and its subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to report to the Contracting Officer the existence of any antiquities so discovered.
- (b) The Contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat mitigation plans and permits. Furthermore, all wildlife must be protected consistent with programs approved by the Contracting Officer.
- (c) Except as required by or specifically provided for in other provisions of this contract, the Contractor shall not perform any excavations, earth borrow, preparation of borrow

areas, or otherwise disturb the surface soils within the job site without the prior approval of DOE or its designee.

### **H.21 DOE-H-2061 Change Order Accounting (OCT 2014)**

The Contractor shall maintain change order accounting whenever the estimated cost of a change or series of related changes exceeds \$100,000. The Contractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the Contracting Officer or the matter is conclusively disposed of in accordance with the Disputes clause.

### **H.22 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.

| Directive Number | Date      | Directive Title/Contract Requirements Document             |
|------------------|-----------|--|
| DOE O 206.2      | 2/19/2013 | Identity, Credential, and Access Management, including CRD |

**H.23 DOE-H-2065 Reporting Of Fraud, Waste, Abuse, Corruption, Or Mismanagement (OCT 2014)**

The Contractor shall comply with the following:

- (a) Notify employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts, or information technology systems to an appropriate authority (e.g., OIG, other law enforcement, supervisor, employee concerns office, security officials). Examples of violations to be reported include, but are not limited to, allegations of false statements; false claims; bribery; kickbacks; fraud; DOE environment, safety, and health violations; theft; computer crimes; contractor mischarging; conflicts of interest; and conspiracy to commit any of these acts. Contractors must also ensure that their employees are aware that they may always report incidents or information directly to the Office of Inspector General (OIG).
- (b) Display the OIG hotline telephone number in buildings and common areas such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.
- (c) Publish the OIG hotline telephone number in telephone books and newsletters under the Contractor's cognizance.
- (d) Ensure that its employees report to the OIG within a reasonable period of time, but not later than 24 hours after discovery, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement, that have been referred to Federal, State, or local law enforcement entities.
- (e) Ensure that its employees report to the OIG any allegations of reprisals taken against employees who have reported to the OIG fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.
- (f) Ensure that its managers do not retaliate against DOE contractor employees who report fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.
- (g) Ensure that all their employees understand that they must –

- (1) Comply with requests for interviews and briefings and must provide affidavits or sworn statements, if so requested by an employee of the OIG so designated to take affidavits or sworn statements;
  - (2) Not impede or hinder another employee's cooperation with the OIG; and
  - (3) Not take reprisals against DOE contractor employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.
- (h) Seek more specific guidance concerning reporting of fraud, waste, abuse, corruption, or mismanagement, and cooperation with the Inspector General, in DOE directives.

**H.24 DOE-H-2070 Key Personnel – Alternate I (OCT 2014)**

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

| Name                     | Functional Position            |
|--------------------------|--------------------------------|
| <i>[offeror fill-in]</i> | Project Manager                |
| <i>[offeror fill-in]</i> | Construction -Manager          |
| <i>[offeror fill-in]</i> | <del>Site Safety Officer</del> |
| <i>[offeror fill-in]</i> | <del>Quality Manager</del>     |

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

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

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 the approval by the Contracting Officer, any time an identified Key Personnel member is changed for any reason within two (2) years of the date of contract award, DOE may modify the Contract by reducing the contract price by \$50,000 for each and every occurrence of a change.
  - (2) The Contractor may request in writing that the Contracting Officer consider waiving all or part of a reduction in price. Such written request shall include the Contractor's basis for the removal, replacement, or diversion of any key personnel. The Contracting Officer shall have the unilateral discretion to make the determination to waive all or part of the reduction in price.

#### **H.25 DOE-H-2071 Department of Energy Directives (OCT 2014)**

- (a) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy (DOE) directives, or parts thereof listed in Section J, Attachment J-4 *List of Applicable DOE Directives (List B)*.
- (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 52.243-4, Changes (JUN 2007).

- (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.26 DOE-H-2076 Lobbying Restrictions (OCT 2014)**

The Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

## ~~**H.27 U.S. DEPARTMENT OF ENERGY OFFICE OF ENVIRONMENTAL MANAGEMENT QUALITY ASSURANCE PROGRAM (QAP)**~~

### **H.27 U.S. Department Of Energy Office Of Environmental Management Quality Assurance Program (QAP)**

- (a) Using the graded approach provided in Section J, Attachment J-7 *Quality Assurance Project Graded Approach*, the Contractor shall ~~implement a Department of Energy~~ ~~(submit for DOE) approved review and approval a~~ Quality Assurance Program (QAP) ~~and corresponding Quality Assurance Implementation Plan (QIP)~~ (see Section J, Attachment J-3 *Master Submittal Log*) in accordance with the current revision at the time of contract award of the *Environmental Management (EM) Quality Assurance Program (QAP)*, EM-QA-001, prior to assuming full responsibility for the contract.

The Contractor's QAP shall describe how it is applied to subcontractors and suppliers, including flow-down of EM-QA-001 and the associated QA requirements.

Contractors have three options for complying with the QAP contract requirement:

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

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

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

Consistent with the approved QAP and Quality Improvement criterion, the Contractor shall develop/adopt and implement a comprehensive Issues Management System for the identification, assignment of significance category, and processing of issues identified within the Contractor's organization.

- (b) The Contractor's QAP shall also describe the supply chain for electronic components and require procurement of these components only from original equipment manufacturers, original equipment manufacturer-authorized distributors, or vendors with a documented successful history with the supplier when such components are part of the contract scope. The Contractor shall approve the original equipment manufacturers, original equipment manufacturer-authorized distributors, or vendors with a documented successful history with the supplier in accordance with EM-QA-001 requirements.

## H.28 Local Labor Relations

The Contractor, and all subcontractors at any tier if applicable, shall become a signatory to the current Construction Labor Agreement, Department of Energy Sites at Oak Ridge, Tennessee.

## H.29 Oversight of Contractor

- (a) The Contractor recognizes that DOE has entered into contracts with entities for the management and operation of Government-owned facilities located in Oak Ridge, Tennessee, at which the Contractor may be performing under this contract. In addition, DOE has entered into a contract for the management and ~~accelerated~~ clean-up of Government-owned facilities located in Oak Ridge, TN, at which the Contractor may be performing under this contract. Collectively, these contractors are Site Contractors. The Contractor hereby agrees that while it is performing work at this site it shall comply with applicable Federal, state and local laws, regulations, and DOE orders and directions, ~~and with the standards, and procedures of the Site Contractors~~ with respect to health, safety, environmental, quality assurance, and safeguard and security matters. The Contractor agrees that its responsibility to comply with the foregoing is not reduced by the oversight provided by the Site Contractors nor are any of the Contractor's responsibilities assumed by the Site Contractors. The Contractor acknowledges that the performance by the Site Contractors is not intended to and does not reduce the Contractor's obligations, responsibilities, and/or accountability to DOE or any regulatory agency, including judicial body, responsible for audit, licensing, permitting, or other administrative review or adjudication capacity.
- (b) The Contractor agrees to cooperate fully and in good faith with DOE and its Site Contractors so as to enable the contractors to perform their contractual obligations, including evaluation of the Contractor's programs, procedures, systems, processes, and policies regarding health and safety, housekeeping, environmental requirements, radiation protection, security, quality assurance, industrial hygiene, criticality safety,

- and related operations. In performing such evaluations, the Contractor agrees to allow the Site Contractors access to documents relating to the foregoing, including but not limited to policies; procedures; operating instructions; manuals; training programs; qualification of employees consistent with the Privacy Act; quality assurance program; accident reports; insurance reports and claim files; and reports whether generated by the Contractor, subcontractor, prospective subcontractors, or a third party relating to such matters.
- (c) The Contractor acknowledges that the Site Contractors are authorized, under specified circumstances, to suspend work of the Contractor or deny the Contractor access to the Government's facilities. The Contractor agrees to comply with any such Site Contractor direction.
- (d) The Contractor agrees to include in all subcontracts that may include on-site work under this contract, a clause which will obligate such subcontractors to comply with the provisions of this clause and to impose these obligations on all their subcontractors or suppliers, at any tier, which involve performance of work on-site. As used in this clause, subcontractor(s) and subcontract(s) include such at any tier.
- (e) The provisions set forth herein are also applicable to all successors to the current Site Contractors.

### **H.30 General Conditions and Special Conditions**

The Contractor shall comply with the General Conditions and Special Conditions contained in Section J, Attachment J-8 *General Conditions and Special Conditions*.

### **H.31 Subcontracted Work**

The Contractor shall subcontract (in accordance with the definition at FAR Subpart 44.1) at least 40% of the Total Contract Value ~~at timethroughout the life of Contract awardthe~~ contract. The Contractor's subcontracted work shall be in compliance with its approved Small Business Subcontracting Plan at Section J, Attachment J-5. ~~Unless otherwise approved in advance by the Contracting Officer, work to be performed by subcontractors selected after contract award shall be acquired through competitive procurements to the maximum practical extent, with an emphasis on fixed price subcontracts. The use of cost-type, time and materials, and labor hour subcontracts shall be minimized., if applicable.~~

The Small Business Subcontracting Plan shall identify timely, discrete, and meaningful scopes of work that can be awarded to small business concerns. Meaningful work is work that is important to the performance of the technical approach defined by the prime contractor. It is characterized by strong technical content (e.g. discrete and distinct technical or programmatic scopes of work) and contributes to the successful achievement

of EM's goals. It should have a performance-based outcome that directly contributes to the overall contract outcome(s).

### **H.32 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.

### **H.33 Annual Payroll and Residency Report**

In order to develop reports on the economic impact of DOE-support programs in the Oak Ridge area, by January 15th of each year, the Contractor shall submit employment, payroll, and residence data for the prior calendar year. Oak Ridge Contractor Industrial Relations personnel will distribute the required template to be utilized for the given annual data submittal.

### **H.34 Project Management Systems and Reporting Requirements**

#### The Contractor shall

establish, maintain, and use a project management system that accurately records and reports the contract performance against the requirements of the contract, accurately reflects the contract price in Section B of the contract, and is consistent with DOE and EM policies and guidance. The project management system shall establish performance metrics, milestones, schedules and progress of contract completion. The system shall employ sound performance measurement principles and provide adequate insight into potential risks to DOE relating to achievement of contract performance objectives.

In accordance with Section C.2.3 Submittal Requirements, the Contractor shall develop a Contract Baseline Schedule. Note that an updated Contract Baseline Schedule shall be provided within 30 days after any contract modification affecting scope, schedule, or budget.

The Contractor shall submit a Monthly Progress Performance Report (See Section J, Attachment J-3, Master Submittal Log) and electronic copy of the status schedule in native format to the CO and COR within 5 business days following the close of the prior calendar month. The report shall provide the prior month's performance for each

CLIN/SubCLIN and an update of the performance to date. The report shall include, at a minimum:

- An objective narrative description of scope accomplished;
- Progress of contract specific performance metrics/indicators;
- Planned versus actual or forecast date for milestones and deliverables;
- Current reporting period and contract-to-date invoiced dollar value submitted versus approved for payment by CLIN/SubCLIN;
- Current reporting period and contract-to-date planned versus actual work performed by CLIN/SubCLIN;
- Schedule variance analysis, including impact and planned corrective actions;
- Updated resource-loaded, critical-path method project schedule, statused through the prior monthly reporting period;
- Estimate at Completion; and
- OSHA safety statistics (e.g. Days Away, Restricted or Transferred (DART) and Total Recordable Case (TRC)).

### **H.35 Invoicing Estimates**

Monthly Invoice Accrual – By close of business (COB) on the first business day of each month, the Contractor shall submit to the CO and COR for information, an estimate of the planned invoice amount for the prior month broken out by CLIN/SubCLIN.

Annual Invoicing Plan – By COB on the first business day of October, the Contractor shall submit to the CO and COR for information, an estimate of planned invoice amounts for each month through the end of September of the following year at the CLIN/SubCLIN level. This annual timeframe coincides with the Federal Government fiscal year.

### **H.36 Labor Standards**

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

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

(c) For subcontracts determined to be subject to the SCLS statute, the Contractor will prepare Standard Form 98 (e98), *Notice of Intention to Make a Service Contract and Response Notice*. This form is available on the Department of Labor website at: <http://www.dol.gov/whd/govcontracts/sca/sf98/index.asp>. The form shall be submitted to the Contracting Officer.

(d) In addition to any other requirements in the contract, Contractor shall as soon as possible notify the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from contractor or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 3,4,6, and 8; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this contract or a subcontract. The Contractor shall furnish such additional information as may be required from time to time by the Contracting Officer.

(e) The Contractor shall prepare and submit, to the Contracting Officer, the DBA Semi-Annual Enforcement Report, Form OMB 1910-5165, by April 21 and October 21 of each year.

### **H.37 Management Responsibility Requirement**

If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the Contractor's multi-member and/or shared ownership must include one entity with a management responsibility of 51% or greater.

**PART II – CONTRACT CLAUSES**

**SECTION I**

**CONTRACT CLAUSES**

**I.1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

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

<https://www.acquisition.gov/?q=browsefar>

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

| <b>Clause No.</b> | <b>FAR/DEAR Reference</b> | <b>Title</b>   |
|-------------------|---------------------------|--|
| <b>I.2</b>        | <b>52.202-1</b>           | <b>Definitions (NOV 2013)</b>  |
| <b>I.3</b>        | <b>52.203-3</b>           | <b>Gratuities (APR 1984)</b>   |
| <b>I.4</b>        | <b>52.203-5</b>           | <b>Covenant Against Contingent Fees (MAY 2014)</b>   |
| <b>I.5</b>        | <b>52.203-6</b>           | <b>Restrictions on Subcontractor Sales to the Government (SEP 2006)</b>  |
| <b>I.6</b>        | <b>52.203-7</b>           | <b>Anti-Kickback Procedures (MAY 2014)</b>   |
| <b>I.7</b>        | <b>52.203-8</b>           | <b>Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)</b>                     |
| <b>I.8</b>        | <b>52.203-10</b>          | <b>Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)</b>   |
| <b>I.9</b>        | <b>52.203-12</b>          | <b>Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)</b>                                     |
| <b>I.10</b>       | <b>52.203-13</b>          | <b>Contractor Code of Business Ethics and Conduct (OCT 2015)</b>   |
| <b>I.11</b>       | <b>52.203-17</b>          | <b>Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (APR 2014)</b> |
| <b>I.12</b>       | <b>52.203-19</b>          | <b>Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)</b>                   |
| <b>I.13</b>       | <b>52.204-4</b>           | <b>Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)</b>                                   |
| <b>I.14</b>       | <b>52.204-9</b>           | <b>Personal Identity Verification of Contractor Personnel (JAN 2011)</b>   |
| <b>I.15</b>       | <b>52.204-10</b>          | <b>Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016)</b>                                   |

|             |                  |  |
|-------------|------------------|--|
| <b>I.16</b> | <b>52.204-13</b> | <b>System for Award Management Maintenance (OCT 2016)</b>  |
| <b>I.17</b> | <b>52.204-14</b> | <b>Service Contract Reporting Requirements (OCT 2016)</b>  |
| <b>I.18</b> | <b>52.204-18</b> | <b>Commercial and Government Entity Code Maintenance (JUL 2016)</b>  |
| <b>I.19</b> | <b>52.204-19</b> | <b>Incorporation by Reference of Representations and Certifications (DEC 2014)</b>   |
| <b>I.20</b> | <b>52.209-6</b>  | <b>Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)</b>   |
| <b>I.21</b> | <b>52.209-9</b>  | <b>Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)</b>   |
| <b>I.22</b> | <b>52.209-10</b> | <b>Prohibition on Contracting With Inverted Domestic Corporations (NOV 2015)</b>   |
| <b>I.23</b> | <b>52.210-1</b>  | <b>Market Research (APR 2011)</b>  |
| <b>I.24</b> | <b>52.215-2</b>  | <b>Audit and Records – Negotiation (OCT 2010)</b>  |
| <b>I.25</b> | <b>52.215-8</b>  | <b>Order of Precedence - Uniform Contract Format (OCT 1997)</b>  |
| <b>I.26</b> | <b>52.215-11</b> | <b>Price Reduction for Defective Certified Cost or Pricing Data -- Modifications (AUG 2011)</b>  |
| <b>I.27</b> | <b>52.215-13</b> | <b>Subcontractor Certified Cost or Pricing Data -- Modifications (OCT 2010)</b>  |
| <b>I.28</b> | <b>52.215-17</b> | <b>Waiver of Facilities Capital Cost of Money (OCT 1997)</b><br>NOTE: This clause will not be included in the contract if awardee proposes Facilities Capital Cost of Money in its proposal. |
| <b>I.29</b> | <b>52.215-19</b> | <b>Notification of Ownership Changes (OCT 1997)</b>  |
| <b>I.30</b> | <b>52.219-8</b>  | <b>Utilization of Small Business Concerns (NOV 2016)</b>   |
| <b>I.31</b> | <b>52.219-9</b>  | <b>Small Business Subcontracting Plan (JAN 2017) - Alternate II (NOV 2016)</b>   |
| <b>I.32</b> | <b>52.219-16</b> | <b>Liquidated Damages - Subcontracting Plan (JAN 1999)</b>   |
| <b>I.33</b> | <b>52.222-1</b>  | <b>Notice to the Government of Labor Disputes (FEB 1997)</b>   |
| <b>I.34</b> | <b>52.222-3</b>  | <b>Convict Labor (JUN 2003)</b>  |
| <b>I.35</b> | <b>52.222-4</b>  | <b>Contract Work Hours and Safety Standards - Overtime Compensation (MAY 2014)</b>   |
| <b>I.36</b> | <b>52.222-6</b>  | <b>Construction Wage Rate Requirements (MAY 2014)</b>  |
| <b>I.37</b> | <b>52.222-7</b>  | <b>Withholding of Funds (MAY 2014)</b>   |
| <b>I.38</b> | <b>52.222-8</b>  | <b>Payrolls and Basic Records (MAY 2014)</b>   |
| <b>I.39</b> | <b>52.222-9</b>  | <b>Apprentices and Trainees (JUL 2005)</b>   |
| <b>I.40</b> | <b>52.222-10</b> | <b>Compliance with Copeland Act Requirements (FEB 1988)</b>  |

|      |   |   |
|------|---|---|
| I.41 | 52.222-11                               | Subcontracts (Labor Standards) (MAY 2014)   |
| I.42 | 52.222-12                               | Contract Termination - Debarment (MAY 2014)   |
| I.43 | 52.222-13                               | Compliance With Construction Wage Rate Requirements and Related Regulations (MAY 2014)  |
| I.44 | 52.222-14                               | Disputes Concerning Labor Standards (FEB 1988)  |
| I.45 | 52.222-15                               | Certification of Eligibility (MAY 2014)   |
| I.46 | 52.222-21                               | Prohibition of Segregated Facilities (APR 2015)   |
| I.47 | 52.222-26                               | Equal Opportunity (SEP 2016)  |
| I.48 | 52.222-27                               | Affirmative Action Compliance Requirements for Construction (APR 2015)  |
| I.49 | 52.222-35                               | Equal Opportunity for Veterans (OCT 2015)   |
| I.50 | 52.222-36                               | Equal Opportunity for Workers with Disabilities (JUL 2014)  |
| I.51 | 52.222-37                               | Employment Reports on Veterans (FEB 2016)   |
| I.52 | 52.222-40                               | Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)   |
| I.53 | 52.222-50                               | Combating Trafficking in Persons (MAR 2015)   |
| I.54 | 52.222-54                               | Employment Eligibility Verification (OCT 2015)  |
| I.55 | 52.222-55                               | Minimum Wages Under Executive Order 13658 (DEC 2015)  |
| I.56 | <del>52.222-59</del><br><b>RESERVED</b> | <del>Compliance With Labor Laws (Executive Order 13673) (DEC 2016)</del>  |
| I.57 | <del>52.222-60</del><br><b>RESERVED</b> | <del>Paycheck Transparency (Executive Order 13673) (OCT 2016)</del>   |
| I.58 | <del>52.222-61</del><br><b>RESERVED</b> | <del>Arbitration of Contractor Employee Claims (Executive Order 13673) (DEC 2016)</del>   |
| I.59 | 52.222-62                               | Paid Sick Leave Under Executive Order 13706 (JAN 2017)  |
| I.60 | 52.223-2                                | Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)  |
| I.61 | 52.223-5                                | Pollution Prevention and Right-to-Know Information (MAY 2011)   |
| I.62 | 52.223-6                                | Drug-Free Workplace (MAY 2001)  |
| I.63 | 52.223-17                               | Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (MAY 2008)  |
| I.64 | 52.223-18                               | Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)  |
| I.65 | 52.223-21                               | Foams (JUN 2016)  |
| I.66 | 52.224-2                                | Privacy Act (APR 1984)  |
| I.67 | 52.225-13                               | Restrictions on Certain Foreign Purchases (JUN 2008)  |
| I.68 | 52.225-25                               | Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications (OCT 2015) |
| I.69 | 52.227-1                                | Authorization and Consent (DEC 2007)  |

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| <b>I.70</b>  | <b>52.227-2</b>  | <b>Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)</b>                     |
| <b>I.71</b>  | <b>52.227-4</b>  | <b>Patent Indemnity--Construction Contracts (DEC 2007) -- Alternate I (DEC 2007)</b>                    |
| <b>I.72</b>  | <b>52.227-19</b> | <b>Commercial Computer Software License (DEC 2007)</b>  |
| <b>I.73</b>  | <b>52.228-2</b>  | <b>Additional Bond Security (OCT 1997)</b>  |
| <b>I.74</b>  | <b>52.228-5</b>  | <b>Insurance - Work on a Government Installation (JAN 1997)</b>   |
| <b>I.75</b>  | <b>52.228-11</b> | <b>Pledges of Assets (JAN 2012)</b>   |
| <b>I.76</b>  | <b>52.228-12</b> | <b>Prospective Subcontractor Requests for Bonds (MAY 2014)</b>  |
| <b>I.77</b>  | <b>52.228-14</b> | <b>Irrevocable Letter of Credit (NOV 2014)</b>  |
| <b>I.78</b>  | <b>52.229-3</b>  | <b>Federal, State, and Local Taxes (FEB 2013)</b>   |
| <b>I.79</b>  | <b>52.232-5</b>  | <b>Payments Under Fixed-Price Construction Contracts (MAY 2014)</b>                                     |
| <b>I.80</b>  | <b>52.232-17</b> | <b>Interest (MAY 2014)</b>  |
| <b>I.81</b>  | <b>52.232-23</b> | <b>Assignment of Claims (MAY 2014)</b>  |
| <b>I.82</b>  | <b>52.232-27</b> | <b>Prompt Payment for Construction Contracts (JAN 2017)</b>   |
| <b>I.83</b>  | <b>52.232-33</b> | <b>Payment by Electronic Funds Transfer - System for Award Management (JUL 2013)</b>                    |
| <b>I.84</b>  | <b>52.232-39</b> | <b>Unenforceability of Unauthorized Obligations (JUN 2013)</b>  |
| <b>I.85</b>  | <b>52.232-40</b> | <b>Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)</b>                       |
| <b>I.86</b>  | <b>52.233-1</b>  | <b>Disputes (MAY 2014) - Alternate I (DEC 1991)</b>   |
| <b>I.87</b>  | <b>52.233-3</b>  | <b>Protest after Award (AUG 1996)</b>   |
| <b>I.88</b>  | <b>52.233-4</b>  | <b>Applicable Law for Breach of Contract Claim (OCT 2004)</b>   |
| <b>I.89</b>  | <b>52.236-2</b>  | <b>Differing Site Conditions (APR 1984)</b>   |
| <b>I.90</b>  | <b>52.236-3</b>  | <b>Site Investigation and Conditions Affecting the Work (APR 1984)</b>                                  |
| <b>I.91</b>  | <b>52.236-5</b>  | <b>Material and Workmanship (APR 1984)</b>  |
| <b>I.92</b>  | <b>52.236-6</b>  | <b>Superintendence by the Contractor (APR 1984)</b>   |
| <b>I.93</b>  | <b>52.236-7</b>  | <b>Permits and Responsibilities (NOV 1991)</b>  |
| <b>I.94</b>  | <b>52.236-8</b>  | <b>Other Contracts (APR 1984)</b>   |
| <b>I.95</b>  | <b>52.236-9</b>  | <b>Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)</b> |
| <b>I.96</b>  | <b>52.236-10</b> | <b>Operations and Storage Areas (APR 1984)</b>  |
| <b>I.97</b>  | <b>52.236-11</b> | <b>Use and Possession Prior to Completion (APR 1984)</b>  |
| <b>I.98</b>  | <b>52.236-12</b> | <b>Cleaning Up (APR 1984)</b>   |
| <b>I.99</b>  | <b>52.236-13</b> | <b>Accident Prevention (NOV 1991)</b>   |
| <b>I.100</b> | <b>52.236-14</b> | <b>Availability and Use of Utility Services (APR 1984)</b>  |
| <b>I.101</b> | <b>52.236-17</b> | <b>Layout of Work (APR 1984)</b>  |

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| <b>I.102</b> | <b>52.236-21</b>  | <b>Specifications and Drawings for Construction (FEB 1997)</b>   |
| <b>I.103</b> | <b>52.236-26</b>  | <b>Preconstruction Conference (FEB 1995)</b>   |
| <b>I.104</b> | <b>52.242-5</b>   | <b>Payments to Small Business Subcontractors (JAN 2017)</b>  |
| <b>I.105</b> | <b>52.242-13</b>  | <b>Bankruptcy (JUL 1995)</b>   |
| <b>I.106</b> | <b>52.243-4</b>   | <b>Changes (JUN 2007)</b>  |
| <b>I.107</b> | <b>52.244-6</b>   | <b>Subcontracts for Commercial Items (<del>JANNOV</del> 2017)</b>                                      |
| <b>I.108</b> | <b>52.246-21</b>  | <b>Warranty of Construction (MAR 1994)</b>   |
| <b>I.109</b> | <b>52.246-24</b>  | <b>Limitation of Liability -- High-Value Items (FEB 1997)</b>  |
| <b>I.110</b> | <b>52.248-3</b>   | <b>Value Engineering - Construction (OCT 2015)</b>   |
| <b>I.111</b> | <b>52.249-2</b>   | <b>Termination for Convenience of the Government (Fixed-Price) (APR 2012) - Alternate I (SEP 1996)</b> |
| <b>I.112</b> | <b>52.249-10</b>  | <b>Default (Fixed-Price Construction) (APR 1984)</b>   |
| <b>I.113</b> | <b>952.202-1</b>  | <b>Definitions</b>   |
| <b>I.114</b> | <b>952.203-70</b> | <b>Whistleblower Protection for Contractor Employees (DEC 2000)</b>                                    |
| <b>I.115</b> | <b>952.204-75</b> | <b>Public Affairs (DEC 2000)</b>   |
| <b>I.116</b> | <b>952.208-70</b> | <b>Printing (APR 1984)</b>   |
| <b>I.117</b> | <b>952.223-71</b> | <b>Integration of Environment, Safety, and Health Into Work Planning and Execution</b>                 |
| <b>I.118</b> | <b>952.223-75</b> | <b>Preservation of Individual Occupational Radiation Exposure Records (APR 1984)</b>                   |
| <b>I.119</b> | <b>952.223-78</b> | <b>Sustainable Acquisition Program (OCT 2010) - Alternate I (OCT 2010)</b>                             |
| <b>I.120</b> | <b>952.225-71</b> | <b>Compliance with Export Control Laws and Regulations (NOV 2015)</b>                                  |
| <b>I.121</b> | <b>952.226-74</b> | <b>Displaced Employee Hiring Preference (JUN 1997)</b>   |
| <b>I.122</b> | <b>970.5223-1</b> | <b>Integration of Environment, Safety, and Health Into Work Planning and Execution (DEC 2000)</b>      |
| <b>I.123</b> | <b>970.5227-1</b> | <b>Rights in Data – Facilities (DEC 2000)</b>  |

**I.124 FAR 52.203-14 Display of Hotline Poster(s) (OCT 2015)**

- (a) Definition. “United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.
- (b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—
  - (1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

- (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
  - (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.
- (2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.
- (3) Any required posters may be obtained as follows:
- [https://energy.gov/sites/prod/files/igprod/documents/Hotline\\_poster.pdf](https://energy.gov/sites/prod/files/igprod/documents/Hotline_poster.pdf)
- (c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.
  - (d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract—
    - (1) Is for the acquisition of a commercial item; or
    - (2) Is performed entirely outside the United States.

**I.125 FAR 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)**

- (a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.
- (b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consist of two segments—
  - (1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—
    - (i) Government personnel and authorized users performing business on behalf of the Government; or

- (ii) The Contractor, when viewing data on itself; and
- (2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--
  - (i) Past performance reviews required by subpart 42.15;
  - (ii) Information that was entered prior to April 15, 2011; or
  - (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
- (c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
  - (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.
  - (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
  - (3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
- (d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

**I.126 FAR 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications (OCT 2010) – Alternate III (OCT 1997)**

(a) *Exceptions from certified cost or pricing data.*

(1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable –

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Information on modifications of contracts or subcontracts for commercial items.*

(A) If –

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include –

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.
  - (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
  - (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.
- (b) *Requirements for certified cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:
- (1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instruction contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.
  - (2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.
- (c) Submit the cost portion of the proposal via the following electronic media: *CD-ROM, as requested by the Contracting Officer.*

**I.127 FAR 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) - Alternate I (JAN 2011)**

- (a) *Definition.* See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).
- (b) *Evaluation preference.*
- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—
    - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
    - (ii) Otherwise successful offers from small business concerns.
  - (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
  - (3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.
- (c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.
- [offeror fill-in]* Offer elects to waive the evaluation preference.
- (d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
  - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

- (3) General construction, at least 15 percent of the cost of the contract performance to be incurred for personnel will be spent on the concern's employees; or
  - (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance to be incurred for personnel will be spent on the concern's employees.
- (e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.
- (f)
- (1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.
  - (2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.
  - (3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.
- (g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

**I.128 FAR 52.219-28 Post-Award Small Business Program Rerepresentation (JUL 2013)**

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

*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*Small business concern* means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

- (b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:
  - (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
  - (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
  - (3) For long-term contracts—
    - (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
    - (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
- (c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards> .
- (d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.
- (e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that

- they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.
- (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.
  - (g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

*[offeror fill-in]* The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_. *[Contractor to sign and date and insert authorized signer's name and title]*.

**I.129 FAR 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)**

- (a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
- (b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

| <b>Goals for Minority Participation for Each Trade</b> | <b>Goals for Female Participation for Each Trade</b> |
|--|--|
| 6.6%   | 6.9%   |

- These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.
- (c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on

- (1) Its implementation of the Equal Opportunity clause,
- (2) Specific affirmative action obligations required by the clause entitled “Affirmative Action Compliance Requirements for Construction,” and
- (3) Its efforts to meet the goals.

The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor’s goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

- (d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer’s identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

- (e) As used in this Notice, and in any contract resulting from this solicitation, the “covered area” is Oak Ridge, Anderson County, TN.

**I.130 FAR 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997) - Alternate I (JUL 1995)**

- (a) “*Hazardous material*,” as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly

identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract. *[offeror fill-in]*

| Material                        | Identification No. |
|---------------------------------|--------------------|
| <i>(If none, insert "None")</i> |                    |
|                                 |                    |
|                                 |                    |
|                                 |                    |

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
  - (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --
    - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

- (ii) Obtain medical treatment for those affected by the material; and
  - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
- (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
  - (3) The Government is not precluded from using similar or identical data acquired from other sources.
- (i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.
- (1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.
  - (2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

**I.131 FAR 52.223-9 Estimate of Percentage of Recovered Material Content For EPA Designated Items (MAY 2008)**

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

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

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

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

- (1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of postconsumer material content; and
- (2) Submit this estimate to the Contracting Officer.

**I.132 DOE-I-2011 52.225-11 Buy American Act - Construction Materials Under Trade Agreements (PMA Deviation) (FEB 2008)**

(a) Definitions. As used in this clause-

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Designated country" means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Chile, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, or Singapore); or

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia).

"Designated country construction material" means a construction material that is a WTO GPA country construction material, an FTA country construction material, or a least developed country construction material.

"Domestic construction material" means-

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

"Free Trade Agreement country construction material" means a construction material that-

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

"Least developed country construction material" means a construction material that-

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"WTO GPA country construction material" means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

None

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
  - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
  - (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
  - (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.
- (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

*[offeror fill-in]*

Construction Material Description/Unit of Measure/Quantity/Price (Dollars)\*

Item 1:

Foreign construction material \_\_\_\_\_

Domestic construction material \_\_\_\_\_

Item 2:

Foreign construction material \_\_\_\_\_

Domestic construction material \_\_\_\_\_

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

**~~I.133 – FAR 52.228-1 Bid Guarantee (SEP 1996)~~**

- ~~(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.~~
- ~~(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds—
  - ~~(1) To unsuccessful bidders as soon as practicable after the opening of bids; and~~
  - ~~(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.~~~~
- ~~(c) The amount of the bid guarantee shall be 20% percent of the bid price or \$3,000,000.00, whichever is less.~~
- ~~(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.~~
- ~~(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.~~

**I.133 RESERVED**

**I.134 FAR 52.228-15 Performance and Payment Bonds – Construction (OCT 2010)**

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

“Original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds.* Unless the resulting contract price is \$150,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance Bonds (Standard Form 25).* The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25-A).* The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) *Additional bond protection.*

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within ~~the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work~~ 10 days after award.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier’s check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of Treasury  
Financial Management Service  
Surety Bond Branch

3700 East West Highway, Room 6F01  
Hyattsville, MD 20782  
Or via the internet at <http://www.fms.treas.gov/c570/> .

- (e) *Notice of subcontractor waiver of protection (40 U.S.C. 3133(c))*. Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

**~~I.135—FAR 52.232-16 Progress Payments (APR 2012)~~**

~~The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:~~

~~(a) *Computation of amounts:*~~

- ~~(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.~~
- ~~(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due will be paid to subcontractors—~~
- ~~(i) In accordance with the terms and conditions of a subcontract or invoice; and~~
- ~~(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.~~
- ~~(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless—~~
- ~~(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and~~
- ~~(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining~~

~~unpaid shall be excluded from the Contractor's total costs for progress payments until paid).~~

- ~~(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:~~
- ~~(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.~~
  - ~~(ii) Costs incurred by subcontractors or suppliers.~~
  - ~~(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.~~
  - ~~(iv) Payments made or amounts payable to the subcontractors or suppliers, except for—~~
    - ~~(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and~~
    - ~~(B) Work under cost reimbursement or time and material subcontracts to which the Contractor has acquired title.~~
- ~~(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.~~
- ~~(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.~~
- ~~(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.~~
- ~~(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.~~
- ~~(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.~~
- ~~(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any~~

~~payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidation's and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.~~

~~(c) *Reduction or suspension.* The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:~~

~~(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).~~

~~(2) Performance of this contract is endangered by the Contractor's—~~

~~(i) Failure to make progress; or~~

~~(ii) Unsatisfactory financial condition.~~

~~(3) Inventory allocated to this contract substantially exceeds reasonable requirements.~~

~~(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.~~

~~(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.~~

~~(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.~~

~~(d) *Title.*~~

~~(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.~~

~~(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.~~

- ~~(i) Parts, materials, inventories, and work in process;~~
  - ~~(ii) Special tooling and special test equipment to which the Government is to acquire title;~~
  - ~~(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and~~
  - ~~(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.~~
- ~~(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.~~
- ~~(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.~~
- ~~(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall~~
- ~~(i) Exclude the allocable costs of the property from the costs of contract performance, and~~
  - ~~(ii) Repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.~~
- ~~(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not —~~
- ~~(i) Delivered to, and accepted by, the Government under this contract; or~~
  - ~~(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.~~
- ~~(7) The terms of this contract concerning liability for Government furnished property shall not apply to property to which the Government acquired title solely under this clause.~~
- ~~(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government~~

- ~~under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).~~
- ~~(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.~~
- ~~(g) Reports and access to records.~~
- ~~(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.~~
- ~~(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.~~
- ~~(3) Each Contractor request for progress payment shall:~~
- ~~(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and~~
- ~~(ii) Include any additional supporting documentation requested by the Contracting Officer.~~
- ~~(h) Special terms regarding default. If this contract is terminated under the Default clause,~~
- ~~(1) The Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and~~
- ~~(2) Title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.~~
- ~~(i) Reservations of rights.~~
- ~~(1) No payment or vesting of title under this clause shall—~~

- ~~(i) Excuse the Contractor from performance of obligations under this contract; or~~
- ~~(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.~~
- ~~(2) The Government's rights and remedies under this clause—~~
  - ~~(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and~~
  - ~~(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.~~
- ~~(j) *Financing payments to subcontractors.* The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:~~
  - ~~(1) The amounts included are limited to—~~
    - ~~(i) The unliquidated remainder of financing payments made; plus~~
    - ~~(ii) Any unpaid subcontractor requests for financing payments.~~
  - ~~(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.~~
  - ~~(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments—~~
    - ~~(i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;~~
    - ~~(ii) Are at least as favorable to the Government as the terms of this clause;~~
    - ~~(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;~~
    - ~~(iv) Are in conformance with the requirements of FAR 32.504(e); and~~
    - ~~(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if—~~

- ~~(A) The Contractor defaults; or~~
- ~~(B) The subcontractor becomes bankrupt or insolvent.~~
- ~~(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments—~~
  - ~~(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;~~
  - ~~(ii) Are in conformance with the requirements of FAR 32.504(f); and~~
  - ~~(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if—~~
    - ~~(A) The Contractor defaults; or~~
    - ~~(B) The subcontractor becomes bankrupt or insolvent.~~
- ~~(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments—~~
  - ~~(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;~~
  - ~~(ii) Are in conformance with the requirements of FAR 32.504(g); and~~
  - ~~(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if—~~
    - ~~(A) The Contractor defaults; or~~
    - ~~(B) The subcontractor becomes bankrupt or insolvent.~~
- ~~(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.~~
- ~~(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.~~

- ~~(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.~~
- ~~(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.~~
- ~~(k) *Limitations on undefinitized contract actions.* Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A “contract action” is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.~~
- ~~(l) *Due date.* The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make a payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.~~
- ~~(m) *Progress payments under indefinite delivery contracts.* The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.~~

**I.135 RESERVED**

**I.136 FAR 52.236-1 Performance of Work by the Contractor (APR 1984)**

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 30% percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

**I.137 FAR 52.236-4 Physical Data (APR 1984)**

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

- (a) The indications of physical conditions on the drawings and in the specifications are the result of site geotechnical and environmental investigations (which included, but were not limited to utilization of auger borings, rock cores, soil samples, water samples, concrete samples, sediment samples, sample location surveys, etc.) which are listed below in section (c) of this clause.
- (b) Weather conditions: Oak Ridge, Tennessee, gets 53 inches of rain per year. The US average is 39. Snowfall is 6 inches. The average US city gets 26 inches of snow per year. The number of days with any measurable precipitation is 89. On average, there are 208 sunny days per year in Oak Ridge, Tennessee. The July high is around 87 degrees. The January low is 28.
- (c) A list of reports conducted on the site are included below. These reports can be found prior to contract award on the acquisition website located at <https://www.emcbc.doe.gov/SEB/OF200MTF/> :

Report of Limited Geotechnical Exploration  
Outfall 200 Mercury Treatment Facility  
Y-12 National Security Complex  
Oak Ridge, Anderson County, Tennessee  
March 4, 2016

Geotechnical Report for Data Gap  
Characterization of the Proposed Outfall 200  
Mercury Treatment Facility Sites  
January 4, 2017

Y-12 Outfall 200 Mercury Treatment Facility Headworks and MTF Subsurface Profiles  
June 16, 2017

Report for Characterization of Structures, Items, Solutions, and Soil at the Proposed Outfall 200 Treatment System Sites  
December 15, 2016

**I.138 FAR 52.236-15 Schedules for Construction Contracts (APR 1984)**

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

**I.139 FAR 52.243-7 Notification of Changes (JAN 2017)**

- (a) *Definitions.* “Contracting Officer,” as used in this clause, does not include any representative of the Contracting Officer.

“Specifically Authorized Representative (SAR),” as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

- (b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including --
  - (i) What line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor’s estimate of the time by which the Government must respond to the Contractor’s notice to minimize cost, delay or disruption of performance.

- (c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.
- (d) *Government response.* The Contracting Officer shall promptly, within 15 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
  - (2) Countermand any communication regarded as a change;
  - (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
  - (4) In the event the Contractor's notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.
- (e) *Equitable adjustments.*
- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made --
    - (i) In the contract price or delivery schedule or both; and
    - (ii) In such other provisions of the contract as may be affected.
  - (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the

defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

#### **I.140 FAR 52.252-6 Authorized Deviations in Clauses (APR 1984)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

#### **I.141 DEAR 952.215-70 Key Personnel (DEC 2000)**

- (a) The personnel listed below or elsewhere in this contract [*see Section H clause DOE-H-2070 Key Personnel*] are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must: (1) Notify the Contracting Officer reasonably in advance; (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and (3) obtain the Contracting Officer's written approval. Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at 48 CFR 970.5203-3, Contractor's Organization, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.
- (b) The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

**I.142 DEAR 952.227-82 Rights to Proposal Data (APR 1994)**

Except for technical data contained on pages *[offeror fill-in]* \_\_\_ of the contractor's proposal dated *[offeror fill-in]* \_\_\_ which are asserted by the contractor as being proprietary data, it is agreed that, as a condition of the award of this contract, and notwithstanding the provisions of any notice appearing on the proposal, the Government shall have the right to use, duplicate, disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which this contract is based.

**I.143 DEAR 952.242-70 Technical Direction (DEC 2000)**

- (a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
- (1) Providing direction to the Contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.
  - (2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
  - (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.
- (b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.
- (c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that—
- (1) Constitutes an assignment of additional work outside the Statement of Work;
  - (2) Constitutes a change as defined in the contract clause entitled "Changes;"
  - (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;

- (4) Changes any of the expressed terms, conditions or specifications of the contract;  
or
  - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (d) All technical direction shall be issued in writing by the COR.
- (e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must—
- (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
  - (2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or
  - (3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

**I.144 DEAR 970.5204-3 Access to and Ownership of Records (OCT 2014) (Deviation)**

- (a) *Government-owned records.* Except as provided in paragraph (b) of this clause, all records acquired or generated by the contractor in its performance of this contract, including records series described within the contract as Privacy Act systems of records, shall be the property of the Government and shall be maintained in accordance with 36 Code of Federal Regulations (CFR), Chapter XII, Subchapter B, "Records Management." The contractor shall ensure records classified as Privacy Act system of records are maintained in accordance with FAR 52.224.2 "Privacy Act."

(b) *Contractor-owned records.* The following records are considered the property of the contractor and are not within the scope of paragraph (a) of this clause.

(1) Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health-related records and similar files), and non-employee patient medical/health-related records, except those records described by the contract as being operated and maintained by the Contractor in Privacy Act system of records.

(2) Confidential contractor financial information, internal corporate governance records and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);

(3) Records relating to any procurement action by the contractor, except for records that under 48 CFR 970.5232-3 are described as the property of the Government; and

(4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and

(c) *Contract completion or termination.* Upon contract completion or termination, the contractor shall ensure final disposition of all Government-owned records to a Federal Record Center, the National Archives and Records Administration, to a successor contractor, its designee, or other destinations, as directed by the Contracting Officer. Upon the request of the Government, the contractor shall provide either the original contractor-owned records or copies of the records identified in paragraph (b) of this clause, to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act) as appropriate. If the contractor chooses to provide its original contractor-owned records to the Government or its designee, the contractor shall retain future rights to access and copy such records as needed.

(d) *Inspection, copying, and audit of records.* All records acquired or generated by the Contractor under this contract in the possession of the Contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the Contractor shall deliver such records to a location specified by the Contracting Officer

for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.

(e) *Applicability.* This clause applies to all records created, received and maintained by the contractor without regard to the date or origination of such records including all records acquired from a predecessor contractor.

(f) *Records maintenance and retention.* Contractor shall create, maintain, safeguard, and disposition records in accordance with 36 Code of Federal Regulation (CFR) Chapter XII, Subchapter B, "Records Management" and the National Archives and Records Administration (NARA)-approved Records Disposition Schedules. Records retention standards are applicable for all classes of records, whether or not the records are owned by the Government or the contractor. The Government may waive application of the NARA-approved Records Disposition Schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies of records described in paragraph (b) and delivery of records described in paragraph (a) of this clause.

(g) *Subcontracts.*

(1) The contractor shall include the requirements of this clause in all subcontracts that contain the *Radiation Protection and Nuclear Criticality* clause at 952.223-72, or whenever an on-site subcontract scope of work (i) could result in potential exposure to: A) radioactive materials; B) beryllium; or C) asbestos or (ii) involves a risk associated with chronic or acute exposure to toxic chemicals or substances or other hazardous materials that can cause adverse health impacts, in accordance with 10 CFR part 851. In determining its flow-down responsibilities, the Contractor shall include the requirements of this clause in all on-site subcontracts where the scope of work is performed in: (A) Radiological Areas and/or Radioactive Materials Areas (as defined at 0 CFR 835.2); (B) areas where beryllium concentrations exceed or can reasonably be expected to exceed action levels specified in 10 CFR 850; (C) an Asbestos Regulated area (as defined at 29 CFR 1926.1101 or 29 CFR 1910.1001); or (D) a workplace where hazard prevention and abatement processes are implemented in compliance with 10 CFR 851.21 to specifically control potential exposure to toxic chemicals or substances or other hazardous materials that can cause long term health impacts.

(2) The Contractor may elect to take on the obligations of the provisions of this clause in lieu of the subcontractor, and maintain records that would otherwise be maintained by the subcontractor.

**PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**SECTION J – LIST OF ATTACHMENTS**

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**PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**SECTION J – LIST OF ATTACHMENTS**

**ATTACHMENT J-4: LIST OF APPLICABLE DOE DIRECTIVES (LIST B)**

The Contractor shall comply with the Contractor Requirements Documents of DOE Directives identified under List Of Applicable DOE Directives (List B). DOE directives may be found at <http://www.directives.doe.gov/>.

| <b>List B</b>                      |  |
|------------------------------------|--|
| <b>DOE Directives</b>              | <b>Subject</b>   |
| DOE O 130.1                        | Budget Formulation   |
| DOE M 140.1-1B                     | Interface with the Defense Nuclear Facilities Safety Board               |
| DOE P 141.1                        | Department of Energy Management of Cultural Resources                    |
| DOE O 142.3A Chg. 1                | Unclassified Foreign Visits and Assignments Program                      |
| DOE O 150.1A                       | Continuity <del>Program</del> <b>Programs</b>                            |
| DOE O 151.1 <del>1D</del>          | Comprehensive Emergency Management System                                |
| DOE O 200.1A Chg. 1                | Information Technology Management  |
| DOE O 206.1                        | Department of Energy Privacy Program                                     |
| DOE O 206.2                        | Identity, Credential, and Access Management (ICAM)                       |
| DOE O 210.2A                       | DOE Corporate Operating Experience Program                               |
| DOE O 221.1 <del>A</del> <b>1B</b> | Reporting Fraud, Waste, and Abuse to the Office of the Inspector General |
| DOE O 221.2A                       | Cooperation with the Office of Inspector General                         |
| DOE O 225.1B                       | Accident Investigations  |
| DOE O 226.1B                       | Implementation of DOE Oversight Policy                                   |
| DOE O 227.1A                       | Independent Oversight Program  |
| DOE O 231.1B <u>Chg. 1</u>         | Environment, Safety, and Health Reporting                                |
| DOE O 232.2A                       | Occurrence Reporting and Processing of Operations Information            |
| DOE O 243.1B Chg. 1                | Records Management Program   |
| DOE O 251.1D                       | Departmental Directives Program  |
| DOE O 311.1B                       | Equal Employment Opportunity and Diversity Program,                      |
| DOE O 350.1 Chg. 5                 | Contractor Human Resource Management Programs                            |
| DOE P 364.1                        | Health and Safety Training Reciprocity                                   |
| DOE O 413.3B Chg. <del>34</del>    | Program and Project Management for the Acquisition of Capital Assets     |
| DOE G 413.3-7A Chg. 1              | Risk Management Guide  |
| DOE O 414.1D Chg. 1                | Quality Assurance  |

| <b>List B</b>                               |   |
|---|---|
| <b>DOE Directives</b>                       | <b>Subject</b>  |
| DOE P 420.1                                 | Department of Energy Nuclear Safety Policy  |
| DOE O 420.1C Chg. 1                         | Facility Safety   |
| DOE O 422.1 Chg. 2                          | Conduct of Operations   |
| DOE O 430.1C                                | Real Property <del>and</del> -Asset Management  |
| DOE O 435.1 Chg. 1                          | Radioactive Waste Management  |
| DOE M 435.1-1, Chg- <del>1</del> . <u>2</u> | Radioactive Waste Management Manual   |
| DOE O 436.1                                 | Departmental Sustainability   |
| DOE O 442.1A                                | Department of Energy Employee Concerns Program  |
| DOE O 442.2 Chg. 1                          | Differing Professional Opinions for Technical Issues Involving Environment, Safety and Health |
| DOE P 450.4A <u>Chg. 1</u>                  | Integrated Safety Management Policy   |
| DOE G 450.4-1C                              | Integrated Safety Management System Guide   |
| DOE O 458.1 Chg. 3                          | Radiation Protection of the Public and the Environment  |
| DOE O 460.1D                                | Hazardous Materials Packaging and Transportation Safety                                       |
| DOE O 460.2A                                | Departmental Materials Transportation and Packaging Management                                |
| DOE M 460.2-1A                              | Radioactive <del>Materials</del> <u>Material</u> Transportation Practices Manual              |
| DOE O 471.3 Chg. 1                          | Identifying and Protecting Official Use Only Information                                      |
| DOE M 471.3- <del>1</del> Chg. 1            | Manual for Identifying and Protecting Official Use Only Information                           |
| DOE-STD-1030-96                             | Guide to Good Practices for Lockouts and Tagouts  |
| DOE-STD-1044-93 Chg. 1                      | Guide to Good Practices for Equipment and Piping Labeling                                     |
| DOE-STD-1066- <del>2012</del> <u>2016</u>   | Fire Protection   |
| DOE-STD-1073- <del>2003</del> <u>2016</u>   | Configuration Management <del>Program</del>   |
| DOE-STD-1090-2011                           | Hoisting And Rigging  |
| DOE-STD-1098- <del>2008</del> <u>2017</u>   | Radiological Control  |

## **PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

### **SECTION J – LIST OF ATTACHMENTS**

#### **ATTACHMENT J-7 – QUALITY ASSURANCE PROJECT GRADED APPROACH**

Contractor shall submit a QA Program compliant with EM Corporate QAP (EM-QA-001 Rev 1) using the graded approach as prescribed in the following criteria from DOE O 414.1D.

##### Graded Approach.

The process of ensuring that the levels of analyses, documentation, and actions used to comply with requirements are commensurate with:

- (1) the relative importance to safety, safeguards, and security;
- (2) the magnitude of any hazard involved;
- (3) the life-cycle stage of a facility or item;
- (4) the programmatic mission of a facility;
- (5) the particular characteristics of a facility or item;
- (6) the relative importance to radiological and nonradiological hazards; and,
- (7) any other relevant factors. (10 C.F.R. § 830.3)

### **QUALITY ASSURANCE CRITERIA**

#### **1. Criterion 1— Management/Program**

- a. Establish an organizational structure, functional responsibilities, levels of authority, and interfaces for those managing, performing, and assessing the work.
- b. Establish management processes, including planning, scheduling, and providing resources for the work.

#### **2. Criterion 2— Management/Personnel Training and Qualification**

- a. Train and qualify personnel to be capable of performing their assigned work.
- b. Provide continuing training to personnel to maintain their job proficiency.

**3. Criterion 3— Management/Quality Improvement**

- a. Establish and implement processes to detect and prevent quality problems.
- b. Identify, control, and correct items, services, and processes that do not meet established requirements.
- c. Identify the causes of problems, and include prevention of recurrence as a part of corrective action planning.
- d. Review item characteristics, process implementation, and other quality related information to identify items, services, and processes needing improvement.

**4. Criterion 4— Management/Documents and Records**

- a. Prepare, review, approve, issue, use, and revise documents to prescribe processes, specify requirements, or establish design.
- b. Specify, prepare, review, approve, and maintain records.

**5. Criterion 5— Performance/Work Processes**

- a. Perform work consistent with technical standards, administrative controls, and other hazard controls adopted to meet regulatory or contract requirements using approved instructions, procedures, or other appropriate means.
- b. Identify and control items to ensure proper use.
- c. Maintain items to prevent damage, loss, or deterioration.
- d. Calibrate and maintain equipment used for process monitoring or data collection.

**6. Criterion 6— Performance/Design**

- a. Design items and processes using sound engineering/scientific principles and appropriate standards.
- b. Incorporate applicable requirements and design bases in design work and design changes.
- c. Identify and control design interfaces.
- d. Verify or validate the adequacy of design products using individuals or groups other than those who performed the work.
- e. Verify or validate work before approval and implementation of the design.

**7. Criterion 7— Performance/Procurement**

- a. Procure items and services that meet established requirements and perform as specified.
- b. Evaluate and select prospective suppliers on the basis of specified criteria.

- c. Establish and implement processes to ensure that approved suppliers continue to provide acceptable items and services.

**8. Criterion 8— Performance/Inspection and Acceptance Testing**

- a. Inspect and test specified items, services, and processes using established acceptance and performance criteria.
- b. Calibrate and maintain equipment used for inspections and tests.

**9. Criterion 9— Assessment/Management Assessment.**

- a. Ensure that managers assess their management processes and identify and correct problems that hinder the organization from achieving its objectives.

**10. Criterion 10— Assessment/Independent Assessment.**

- a. Plan and conduct independent assessments to measure item and service quality, to measure the adequacy of work performance, and to promote improvement.
- b. Establish sufficient authority and freedom from line management for independent assessment teams.
- c. Ensure persons who perform independent assessments are technically qualified and knowledgeable in the areas to be assessed.

## SUSPECT/COUNTERFEIT ITEMS PREVENTION

~~This attachment provides information and/or requirements associated with DOE O-414.1D and is applicable to contracts in which the associated CRD (Attachment 1) is inserted.~~

1. PURPOSE. To set forth requirements for DOE and its contractor organizations, as part of their QAPs, to establish, document and implement effective controls and processes that will: (1) ensure items and services meet specified requirements; (2) prevent entry of Suspect/Counterfeit Items (S/CIs) into the DOE supply chain; and (3) ensure detection, control, reporting, and disposition of S/CIs.
2. REQUIREMENTS. The organization's QAP must:
  - a. Include a S/CI oversight and prevention process commensurate with the facility/activity hazards and mission impact.
  - b. Identify the position responsible for S/CI activities and for serving as a point of contact with the Office of Health, Safety, and Security.
  - c. Provide for training and informing managers, supervisors, and workers on S/CI processes and controls (including prevention, detection, and disposition of S/CIs).
  - d. Prevent introduction of S/CIs into DOE work by—
    - (1) engineering involvement:
      - (a) in the development of procurement specifications;
      - (b) during inspection and testing; and
      - (c) when maintaining, replacing, or modifying equipment;
    - (2) identifying and placing technical and QA requirements in procurement specifications;
    - (3) accepting only those items that comply with procurement specifications, consensus standards, and commonly accepted industry practices; and
    - (4) inspecting inventory and storage areas to identify, control, and disposition for S/CIs.
  - e. Include processes for inspection, identification, evaluation, and disposition of S/CIs that have been installed in safety applications and other applications that create potential hazards. Also address the use of supporting engineering evaluations for acceptance of installed S/CI as well as marking to prevent future reuse.
  - f. Conduct engineering evaluations to be used in the disposition of identified S/CIs installed in safety applications/systems or in applications that create potential hazards. Evaluations must consider potential risks to the environment, the public and workers along with a cost/benefit impact, and a schedule for replacement (if required).

- g. Perform the evaluation to determine whether S/CIs installed in non-safety applications pose potential safety hazards or may remain in place. Disposition S/CIs identified during routine maintenance and/or inspections to prevent future use in these applications.
- h. Report to the DOE Inspector General per paragraph 3. below, and DOE O 221.1B, *Reporting Fraud, Waste, and Abuse to the Office of Inspector General*, dated 09-27-16 (or latest version).
- i. Collect, maintain, disseminate, and use the most accurate, up to date information on S/CIs and suppliers. Sources are identified on the Suspect/Counterfeit and Defective Items website (<https://energy.gov/ehss/policy-guidance-reports/databases/suspectcounterfeit-and-defective-items>).
- j. Conduct trend analyses for use in improving the S/CI prevention process.

Note: DOE O 210.2A, *DOE Corporate Operating Experience Program*, dated 04-08-11 (or latest version) requires review of existing lessons learned reports and submittal of new lessons learned reports for use in improving the S/CI prevention process.

- 3. INSPECTOR GENERAL. Contact the DOE Inspector General (IG), before destroying or disposing of S/CIs and corresponding documentation, to allow the IG to determine whether the items and documentation need to be retained for criminal investigation or litigation.
- 4. OCCURRENCE REPORTING. S/CIs must be reported in accordance with DOE O 232.2A, *Occurrence Reporting and Processing of Operations Information*, dated 08-30-11 (or latest version).

## SAFETY SOFTWARE QUALITY ASSURANCE REQUIREMENTS FOR NUCLEAR FACILITIES

### 1. PURPOSE.

- a. Prescribe the safety software quality assurance (SSQA) requirements for DOE nuclear facilities.
- b. Software, other than safety software as defined below, is not subject to these requirements (for example, software used solely for consequence assessment purposes in establishing the technical basis of an emergency program or during emergency response is not considered safety software).

### 2. REQUIREMENTS.

- a. Safety software must be acquired, developed and implemented using ASME NQA-1-2008 with the NQA-1a-2009 addenda (or a later edition), *Quality Assurance Requirements for Nuclear Facility Applications*, Part I and Subpart 2.7, or other national or international consensus standards that provide an equivalent level of quality assurance requirements as NQA-1-2008. The standards used must be specified by the user and approved by the designated DOE approval authority. Management of safety software must include the following elements.
  - (1) Involve the facility design authority, as applicable, in: the identification of; requirements specification; acquisition; design; development; verification and validation (including inspection and testing); configuration management; maintenance; and, retirement.
  - (2) Identify, document, control and maintain safety software inventory. The inventory entries must include at a minimum the following: software description; software name; version identifier; safety software designation (e.g., safety system software, safety and hazard analysis software and design software, safety management and administrative controls software); grade level designation; specific nuclear facility application used; and, the responsible individual.
  - (3) Establish and document grading levels for safety software using the graded approach. Grading levels must be submitted to and approved by the responsible DOE approval authority.
  - (4) Using the consensus standard selected and the grading levels established and approved above, select and implement applicable SSQA work activities from the list below.
    - (a) Software project management and quality planning
    - (b) Software risk management
    - (c) Software configuration management
    - (d) Procurement and supplier management
    - (e) Software requirements identification and management
    - (f) Software design and implementation
    - (g) Software safety analysis and safety design methods
    - (h) Software verification and validation
    - (i) Problem reporting and corrective action
    - (j) Training of personnel in the design, development, use, and evaluation of safety software

**PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**SECTION J – LIST OF ATTACHMENTS**

**ATTACHMENT J-8 – GENERAL CONDITIONS AND SPECIAL CONDITIONS**

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## GENERAL CONDITIONS

### GC-1. SAFETY

- 1.1 The Contractor acknowledges that safety is of prime importance to DOE, and the Contractor shall cooperate with DOE in efforts to prevent injuries to personnel and to comply with all applicable safety rules and regulations.

### GC-2. COMPLETION OF THE WORK

- 2.1 When the Contractor deems the work completed, the Contractor shall give written notice thereof to DOE. Within fifteen (15) work days after receipt of such notice, DOE will determine if the work has been completed as required and advise the Contractor in writing either: (i) that the work has been completed; or (ii) that the work has not been completed, stating reasons there for. In the event the DOE advises the Contractor that the work is not complete, the Contractor will promptly complete the work and give written notice to DOE when it has done so. The procedure stated herein shall be repeated until the work has been satisfactorily completed and the Certificate of Completion has been submitted by the Contractor and accepted in writing by DOE. The work will be deemed complete as of the date of DOE's notice to the Contractor to that effect. The procedure set forth in this GC-2 shall in no way limit DOE's rights or the Contractor's obligations under FAR 52.246-21 *Warranty of Construction* and GC-3 "Materials". No delivery of any product shall be considered made or complete until such product is completely delivered to DOE's physical possession and control in its entirety, including, but not limited to, replacement of any defective parts.
- 2.2 DOE shall issue a notice of provisional acceptance for individual portions that have been satisfactorily inspected subject only to DOE's final acceptance of the work as a whole.
- 2.3 DOE's written notice of final acceptance of the work under this contract shall be final and conclusive except with regard to latent defects, fraud, or such gross mistakes as amount to fraud, or with regard to DOE's rights under FAR 52.246-21 *Warranty of Construction* and the General Condition entitled "Materials".

### GC-3. MATERIALS

- 3.1 All of the equipment, material, supplies and other items to be furnished by the Contractor and incorporated into the project scope shall be new, unused, of first rate quality, suitable for use in the work and in strict conformity with the Contract Documents.
- 3.2 Unless specified otherwise in the contract, the following shall apply:
  - (1) The Contractor shall at all times and in a manner reasonably satisfactory to DOE, cover and protect from damage, loss, theft or destruction all equipment, materials, supplies and other items which are to be used in the performance of, or incorporated into, the work at the work site. The Contractor is solely responsible for all equipment, materials, supplies and other items stored by it at the work site, and any shortages thereof will be replaced by the Contractor at its expense.

- (2) The Contractor shall, at its expense, promptly repair, restore or replace any property of DOE or their respective other contractors which the Contractor or any of its subcontractors damages, destroys or loses.

#### **GC-4. ILLUMINATION AND SIGNAGE**

- 4.1 When any work is performed at night or where daylight is obscured, the Contractor shall, at its expense, provide artificial light sufficient to permit work to be carried on efficiently, satisfactorily, and safely to permit thorough inspection. During such time periods, the access to the place of work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in a safe manner and meet all applicable codes and standards.
- 4.2 The Contractor shall post signage as required by and in accordance with applicable laws, regulations, ordinances and/or the contract. In the event the Contractor proposes to post signage other than that as required above, the Contractor shall provide to the DOE a description of the proposed signage to be posted, including size, color, content, configuration, sign location and the duration the sign is to remain in place.

#### **GC-5. WORK SITE**

- 5.1 Prior to moving any equipment or personnel to the work site, the Contractor shall review and become familiar with work site programs and procedures and the Contractor and its subcontractors shall fully and strictly comply with same.
- 5.2 Any temporary construction buildings and sanitary facilities provided by the Contractor shall conform to work site and permit requirements.
- 5.3 The Contractor shall perform site clean-up regularly (including on a daily basis if necessary or directed by DOE) in order to keep that area of the work site on which it performs any work hereunder clean and free from accumulation of petroleum, waste materials (including, without limitation, any waste Hazardous Materials that were brought to or disturbed or released upon or near the work site by the Contractor or its subcontractors or were created or disturbed or released as a result of, or in connection with, the performance by the Contractor or any of its subcontractors of the work), rubbish and other debris resulting from the performance of the work.
- 5.4 The Contractor shall repair or replace, at its expense, any work or property which it, or any of its subcontractors, damages.
- 5.5 The Contractor shall conduct inspections to determine if those areas of the work site used by the Contractor and any of its subcontractors to perform the work are safe for the performance thereof and the Contractor accepts the sole, non-delegable responsibility for providing a safe place to work for its employees and the employees of its subcontractors and for the adequacy of and required use of all safety equipment.

- 5.6 The Contractor shall clean up the work site daily. Dust control and minimized off-site tracking of sediments from and within the work site are also required. Waste and debris shall not be allowed to accumulate in such quantities as to create an unsightly appearance or a safety or fire hazard, nor shall it interfere in any way with free access to, or operation of, existing facilities.
- 5.7 Construction debris stockpiled for later removal, with or without a surrounding barrier, shall have a sign at the location identifying the Contractor stockpiling the materials and the applicable project name.
- 5.8 Upon completion of the work and prior to final payment, the Contractor shall at its expense satisfactorily dispose of all rubbish; remove all plant, buildings, equipment, and materials belonging to the Contractor. The Contractor shall leave the premises in a neat, clean, and safe condition.
- 5.9 The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which do not interfere with the work required under this contract.
- 5.10 In the event of the Contractor's failure to comply with the foregoing requirements, DOE may accomplish it at the Contractor's expense.

#### **GC-6. HAZARDOUS MATERIALS**

- 6.1 The Contractor shall notify DOE immediately upon the discovery of the presence of any hazardous material on, or the release of hazardous material on or from, the work site, and shall proceed in accordance with GC-6.2 hereof in connection therewith.
- 6.2 In the event a hazardous material is discovered to exist at the work site and is one for which the Contractor is responsible pursuant to GC-6.3 hereof, the Contractor shall notify DOE of the presence thereof and be responsible for responding to and handling such hazardous material (including but not limited to the condition resulting from the presence thereof) in compliance with the requirements of all applicable laws and as directed by DOE. In the event a hazardous material is discovered to exist at the work site and is not one for which the Contractor is responsible pursuant to GC-6.3 hereof, the Contractor shall immediately notify DOE of the presence thereof and thereafter proceed with the performance of the work as directed by DOE or otherwise.
- 6.3 The Contractor is responsible for any hazardous material that the Contractor or any of its subcontractors creates, brings to or disturbs or releases upon or near the work site.
- 6.4 Nothing furnished by the Contractor in the performance of the work shall contain asbestos (i.e. shall be "asbestos-free").

## **GC-7. DOE INFORMATION**

- 7.1 No information, including but not limited to, estimated quantities, bills of materials, lists, weights or quantities of materials or structures which have been or may be furnished to the Contractor under the contract are warranted or guaranteed as to accuracy, completeness or otherwise. They may or may not be accurate in any or all particulars, and they shall not be considered as finally correct, sufficiently complete or accurately covering any portion or all of the work to be done under the contract.

## SPECIAL CONDITIONS

### SC-1. POSSIBILITY OF CONTAMINATION OF CONTRACTOR-OWNED MATERIALS AND EQUIPMENT

Prior to Contractor equipment arriving at the site, the Contractor shall record the specific radioactive contaminants that could be left over on the equipment from previous work. The Contractor shall survey equipment upon arrival at the work site to establish a radiation contamination profile as a baseline. The equipment shall meet DOE's health physics standards for radioactivity before it will be permitted to enter the work site. Information regarding these standards is prescribed in DOE Order 458.1 Change 3, *Radiation Protection of the Public and the Environment*. Any radioactive contaminants that are present must be fixed and shall not exceed the levels prescribed. Any preliminary decontamination required to remove radioactive contaminants shall be performed by the Contractor and will be performed at the Contractor's expense. The Contractor will be solely responsible for the disposal of all wastes generated, in compliance with the approved Waste Management Plan, as a result of preliminary decontamination to remove radioactive contaminants.

To the extent practicable, the equipment shall also be free of non-radioactive hazardous contaminants upon arrival at the work site. Verification shall be supplied by the Contractor that the equipment does not contain hazardous contaminants upon arrival, including residual hazardous contaminants that might be hidden inside equipment. In the event that the equipment is found to be contaminated with non-radioactive hazardous contaminants upon arrival, the Contractor will not be permitted to commence work until the equipment is free of significant (non-trace) contamination, as determined by DOE. Any preliminary decontamination to remove hazardous contaminants that may be required shall be performed by the Contractor and will be performed at the Contractor's expense. The Contractor shall be solely responsible for the disposal of all wastes generated, in compliance with the approved Waste Management Plan, as a result of preliminary decontamination to remove non-radioactive hazardous contaminants.

The Contractor shall survey and inspect all equipment throughout the course of performing the work. If the equipment contamination profile exceeds the required exit decontamination limits as prescribed by DOE Order 458.1 Change 3, *Radiation Protection of the Public and the Environment*, the Contractor shall carry out the necessary radioactive decontamination at the work site in accordance with the Contractor's approved procedures before removing the equipment from the work site.

If, after making reasonable efforts to decontaminate a piece of equipment, the Contractor determines that the required exit decontamination limit for the equipment is unattainable, it shall notify DOE accordingly. If DOE concurs with the determination that the required exit decontamination limits cannot reasonably be attained, the Contractor shall dispose of the equipment in accordance with the approved Waste Management Plan. The Contractor will be compensated for the appraised value of the major equipment considering age, condition, and value of similar equipment. If an agreed upon value cannot be negotiated, an independent appraiser may be used to determine value.

The Contractor is not required to decontaminate tools and accessories (e.g. hand drills, transfer pumps, hoses, etc.) because the nature and/or configuration of such items is not expected to be capable of being decontaminated through reasonable efforts. Therefore, the Contractor shall provide the COR, in advance of use, a list of tools and accessories to be utilized in performance of the work. If the Contractor can reasonably demonstrate that an item on the list became contaminated as a result of the performance of this work, the DOE will compensate the Contractor for the appraised value of the item considering the age, condition, and value of similar equipment. However, the Contractor will not receive compensation pursuant to this paragraph for contaminated tools, equipment, and accessories that are not identified or should have been identified, pursuant to this paragraph. Any contaminated tools and accessories shall be disposed of in accordance with the approved Waste Management Plan prior to removal from the work site.

## SC-2. EXPLOSIVES

No explosives shall be transported to or utilized on the work site without prior written approval of DOE.

## SC-3. SECURITY AND BADGING REQUIREMENTS

~~The~~In the unlikely event the Contractor, ~~and all or its~~ subcontractors ~~who are become~~ custodians of Official Use Only or ~~whose responsibilities have duties which~~ include the generation, handling, use, storage, reproduction, transmission (including hand-carrying), and/or destruction of OUO matter, all applicable individuals must successfully complete the Y-12 Operating Contractor's Controlled Unclassified Information training ~~module~~. When a Contractor or subcontractor employee is transferred or terminated, or upon the individual's non-duty status exceeding 90 days, the immediate supervisor must ensure any OUO documents/holdings in the custody of the individual must be retrieved and transferred or reassigned to another qualified individual or destroyed.

The Contractor, including all subcontractors, must consider ~~briefing requirements when scheduling work. The access specific training, such as the Y-12 Operating Contractor will present General Employee Training, Y-12 Visitor General Employee Training Overview, and~~ the initial security briefing, ~~which is required prior to the receipt of a Y-12 Site access badge. when scheduling work.~~

Foreign nationals may be permitted to perform work under valid contracts or to visit a DOE facility **with prior approval** from the COR and the Y-12 Operating Contractor and must meet the Y-12 Site access policy. Furthermore, the Contractor must submit to the COR and the Y-12 Operating Contractor an Unclassified Foreign National Visit/Assignment Security Plan for each foreign national when approval to visit or work on-site is requested. DOE and/or the Y-12 Operating Contractor must receive this information no less than 90 days prior to the anticipated visit or the beginning of the work on-site. Request for approval of a visit or on-site work by a foreign national may be denied. Denial will not constitute grounds for an equitable adjustment or constitute an excusable delay under the contract. All foreign nationals approved to enter the site must be continuously escorted 100 percent of the time while on site. Escorts for foreign national visitors/assignees must be U.S. citizens who have completed Host Escort training provided through the DOE or the Y-12 Site Contractor's Security

Organization. Host reports must be submitted as directed by DOE and/or Y-12 Site Contractor's Security Organization.

**Personnel are required to report the following to the Y-12 Site Contractor's Security Organization:**

- Any event that is, or could become, an Incident of Security Concern
- Damage to DOE facility or theft/misuse of Government property
- Any knowledge of the use/presence of prohibited articles onsite
- Loss of badge
- Extended absences (Medical/military) of 90 days or longer
- Any unauthorized access to classified matter or Controlled Unclassified Information (i.e. OOU)
- Any suspicious activity observed

Incidents of Security Concern should be reported immediately in person. Incidents of Security Concern are events that at the time of occurrence have yet to be determined to be a violation of law but are of such concern to the safeguards and security program as to warrant immediate review, inquiry and subsequent assessment and reporting.

Personnel must be authorized to access the Y-12 Site via one of the following:

- Photo badge: Issued by the Y-12 Operating Contractor to ~~Contractor employees authorized access for more than 6 continuous months.~~ individuals supporting this contract who require access more than 10 times within a year. To receive the photo badge, the individual must complete the Y-12 General Employee Training (approximately 6 hours) and the initial security briefing (approximately 1 hour).
- Temporary badge: Issued by the Y-12 Operating Contractor for photo-badged individuals who have lost or forgotten their badge.
  - For forgotten badges, the temporary badge will have an identified expiration date and must be returned with the photo- badge to reset the photo-badge access.
  - For lost photo-badges, temporary badges will be effective until a new photo-badge is re-issued. -At that time, the temporary badge must be returned prior to receiving a new photo-badge.
- Visitor badge: Issued by the Y-12 Operating Contractor for access by an individual ~~for visits of 6 continuous months or less~~ supporting this contract who require access less than 10 times within a year (i.e., material and equipment delivery personnel, consultants, specialty contractor personnel, testing personnel, etc.). To receive the visitor badge, the individual must complete the Y-12 Visitor General Employee Training Overview (approximately 30 minutes). At the end of the visit, visitor badges must be returned to the Y-12 Operating Contractor by either returning the badge to the Visitor Center or placing in one of the badge drop boxes located throughout the Y-12 site.

While on-site, personnel must wear their issued badge above the waist, with the photo showing.

Per the Y-12 Site access policy, upon entering and exiting the site, all hand-carried items are subject to search. Random searches of vehicles, personnel, and work sites may be conducted on federal property.

Except as otherwise authorized in writing by the DOE, the Contractor shall insert these provisions in subcontracts.

**PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**SECTION J – LIST OF ATTACHMENTS**

**ATTACHMENT J-10 – REQUEST FOR CLARIFICATION OF INFORMATION (RCI)**

RCI No.: \_\_\_\_\_

Date: \_\_\_\_\_

|                                    |                    |
|------------------------------------|--------------------|
| Reference Drawing:                 | Specification:     |
| Location:                          |                    |
| <b>Information Requested:</b>      |                    |
| <b>Reason Requested:</b>           |                    |
| Requested By:                      |                    |
| Requested Reply By:                |                    |
| <b>Contractor :</b> _____          | <b>Date:</b> _____ |
| <i>Name and Signature required</i> |                    |

**Information to Contractor**

|   |
|---|
| <b>Requested Information:</b>   |
| <b>Contracting Officer's Representative:</b> _____ <b>Date:</b> _____ |

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K**

**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

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**K.1 FAR 52.204-8 Annual Representations and Certifications (JAN ~~2017~~2018)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 237110, Water and Sewer Line and Related Structures Construction.
- (2) The small business size standard is \$36.5 million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes [*offeror fill-in*]:
- \_\_\_ (i) Paragraph (d) applies.
- \_\_\_ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-
- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence

Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

- (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
- (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-
  - (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.
- (vii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (ix) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- ~~(xvi) 52.222-57, Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed \$50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed \$500,000, which are issued after April 24, 2017. **Note to paragraph (c)(1)(xvi):** By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.~~
- ~~(xvii)~~(xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

~~(xviii)~~(xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

~~(xix)~~(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)

~~(xx)~~(xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

~~(xxi)~~(xx) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than ~~\$77,533~~80,317, the provision with its Alternate II applies.

(D) If the acquisition value is ~~\$77,533~~80,317 or more but is less than \$100,000, the provision with its Alternate III applies.

~~(xxii)~~(xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

~~(xxiii)~~(xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

~~(xxiv)~~(xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

~~(xxv)~~(xxiv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the

Contracting Officer:

- (i) 52.204-17, Ownership or Control of Offeror.
- (ii) 52.204-20, Predecessor of Offeror.
- (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.
- (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
- (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- (vii) 52.227-6, Royalty Information.
- (A) Basic.
- (B) Alternate I.
- (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM ~~Web site~~[website](https://www.acquisition.gov) accessed through *https://www.acquisition.gov*. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR<br>Clause No. | Title | Date | Change |
|-------------------|-------|------|--------|
|                   |       |      |        |
|                   |       |      |        |
|                   |       |      |        |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

**K.2 FAR 52.204-16 Commercial and Government Entity Code Reporting (JUL 2016)**

**K.3 FAR 52.204-20 Predecessor of Offeror (JUL 2016)**

(a) *Definitions.* As used in this provision-

*Commercial and Government Entity (CAGE) code* means-

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

*Predecessor* means an entity that is replaced by a successor and includes any predecessors of the predecessor.

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

- (b) The offeror represents that it [*offeror fill-in*] [ ] is or [ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.
- (c) If the offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: [(or mark "Unknown")].

Predecessor legal name: [(Do not use a "doing business as" name)].

**K.4 FAR 52.209-7 Information Regarding Responsibility Matters (JUL 2013)**

(a) Definitions. As used in this provision-

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means-

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
  - (i) In a criminal proceeding, a conviction.

- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
  - (iii) In an administrative proceeding, a finding of fault and liability that results in-
    - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
    - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
  - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award

#### **K.5 FAR 52.219-1 Small Business Program Representations (OCT 2014)**

(a) *Definitions.* As used in this provision-

*Economically disadvantaged women-owned small business (EDWOSB) concern* means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

*Service-disabled veteran-owned small business concern-*

(1) Means a small business concern-

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51

percent of the stock of which is owned by one or more service-disabled veterans; and

- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) *Service-disabled veteran* means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

*Small disadvantaged business concern*, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-
  - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and
  - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

*Veteran-owned small business concern* means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

*Women-owned small business concern* means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

*Women-owned small business (WOSB) concern eligible under the WOSB Program* (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

- (b) (1) The North American Industry Classification System (NAICS) code for this acquisition is 237110, Water and Sewer Line and Related Structures Construction.
  - (2) The small business size standard is \$36.5 Million.
  - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (c) *Representations.* (1) The offeror represents as part of its offer that it  is,  is not a small business concern.
- (2) *(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)* The offeror represents that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
  - (3) *(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)* The offeror represents as part of its offer that it  is,  is not a women-owned small business concern.
  - (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *(Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.)* The offeror represents as part of its offer that-
    - (i) It  is,  is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change

in circumstances or adverse decisions have been issued that affects its eligibility; and

- (ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. (The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:

\_\_\_\_\_.) Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

- (5) Economically disadvantaged women-owned small business (EDWOSB) concern. *(Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.)* The offeror represents as part of its offer that-

- (i) It [ ] is, [ ] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

- (ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. (The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:

\_\_\_\_\_.) Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

- (6) *(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)* The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

- (7) *(Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.)* The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

- (8) *(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)* The offeror represents, as part of its offer, that-
- (i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
  - (ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. (The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.
- (d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-
- (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.6 FAR 52.222-22 Previous Contracts and Compliance Reports (FEB 1999)**

The offeror represents that-

- (a) It  has,  has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It  has,  has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.7 FAR 52.236-28 Preparation of Proposals - Construction (OCT 1997)**

**K.8 Organizational Conflicts of Interest Disclosure**

- (a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- (b) Each offeror is to check the appropriate block for each of the questions below. The questions apply equally to (1) the offeror, (2) intended subcontractors at any tier, (3) consultants, (4) affiliates of the foregoing, and (5) chief executives and directors of any of the foregoing who will be involved in performing the contract, and, accordingly, that the term "offeror" is defined to include all five types of considerations. The questions shall be completed by each offeror or person identified.  
*[offeror fill-in]*

(1) Does the offeror depend upon industries or firms which could be affected by DOE actions related to the contract for a significant portion of its business, or have a relationship (financial, organizational, contractual or otherwise) with such industries or firms which could impair its objectivity or independence?

Yes  No

(2) Would any unfair competitive advantage accrue to the offeror in either its private or government business pursuits from access to:

(i) data generated under the contract?      Yes  No

(ii) information concerning DOE plans and programs?    Yes  No

(iii) confidential and proprietary data of others? Yes  No

(3) Will any proposed subcontractor perform any self-evaluation or inspection of a service or product, or evaluation or inspection of another with whom a relationship exists which could impair objectivity, including evaluation or inspection of goods or services which compete commercially with the performer's goods or services?

Yes  No

(4) Will any of the offeror's chief executives, directors, or entities which they own or represent, or any of the offeror's affiliates be involved in the performance of the contract? Yes  No

(5) Do you have any current business arrangements which may conflict with your role as offeror or subcontractor under this contract? Yes  No

(c) If the offeror checked "yes" to any of the above in paragraph (b), the offeror shall provide the statement described in paragraph (d) from each entity or person affirmatively responding.

(d) The statement must contain the following:

(1) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the Statement of Work.

(2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the services required by the Statement of Work to be provided in connection with the instant contract.

(3) Failure of the offeror to provide the required statement may result in the offeror being determined ineligible for award. Misrepresentation or failure to

report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

**K.9 Representation of Limited Rights Data and Restricted Computer Software**

- (a) This solicitation sets forth the Government’s known delivery requirements for data (as defined in the clause at 970.5227-1, Rights in Data--Facilities). Any data first produced or specifically used in the performance of the resulting contract will be subject to that Rights in Data clause, including limited rights data and restricted computer software.
- (b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states *[offeror fill-in]*—

[ ] (1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

[ ] (2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

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- (c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

**K.10 Agreement to Use Non-Federal Support Personnel**

The U.S. Department of Energy (DOE) may employ non-Federal support personnel (including employees of DOE contractors) to evaluate proposals submitted in response to this solicitation. All such non-Federal support personnel are required to sign appropriate non-disclosure and conflict of interest statements prior to any such engagement. By submission of a signed offer under this solicitation, the offeror consents to such review by non-Federal support personnel.

**K.11 Solicitation Certification**

By submitting its signed offer, the offeror represents its understanding that Solicitation number ~~DE-SOL-000991089303318REM000002~~ represents the current and complete

contracting requirements of the Government for the Outfall 200 Mercury Treatment Facility Contract. This Solicitation supersedes in its entirety any prior representations from the Government or attributed to the Government, including, but not necessarily limited to; any information formally provided by the Government prior to release of this Solicitation; remarks made by the Government during, or reported as a result of, industry one-on-one meetings; and any information or conjecture presented by the media, or any other source, on the Governments requirements for this Solicitation.

**K.12 Signature/Certification**

By signing below, the offeror certifies, under penalty of law, that the representations and certifications are accurate, current, and complete. The offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certifications made by the offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under 18 United States Code (USC) Section 1001.

\_\_\_\_\_  
Signature of the Officer or Employee Responsible for the Offer

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Typed Name and Title of the Officer or Employee Responsible for the Offer

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

~~DE SOL-0009910~~89303318REM000002 Solicitation Number

**PART IV – REPRESENTATIONS AND INSTRUCTIONS**

**SECTION L**

**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

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**L.1 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 this/these address(es):

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

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

**L.2 52.252-5 Authorized Deviations in Provisions (APR 1984)**

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any Department of Energy Acquisition Regulation (48 CFR 9) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**L.3 52.204-7 System for Award Management (OCT 2016)**

**L.4 52.204-22 Alternative Line Item Proposal (JAN 2017)**

**L.5 52.215-1 Instructions to Offerors - Competitive Acquisition (JAN 2017)**

**L.6 52.216-1 Type of Contract (APR 1984)**

The Government contemplates award of a Firm-Fixed Price Construction contract resulting from this solicitation.

**L.7 52.222-5 Construction Wage Rate Requirements – Secondary Site of the Work (MAY 2014)**

(a)

- (1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at [52.222-6](#), Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)

(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

**L.8 52.232-13 Notice of Progress Payments (APR 1984)**

**L.9 DOE-I-2006 52.225-12 Notice of Buy American Act Requirement - Construction Materials under Trade Agreements (DOE Deviation) (FEB 2008)**

(a) Definitions. "Construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in clause 52.225-11 of this solicitation entitled "Buy American Act--Construction Materials Under Trade Agreements (DOE Deviation) (FEB 2008)".

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in

paragraph (b)(3) of clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

- (2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
- (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—
  - (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
  - (ii) May be accepted if revised during negotiations.

**L.10 952.219-70 DOE Mentor-Protege Program (MAY 2000)**

**L.11 952.233-5 Agency Protest Review (SEP 1996)**

**L.12 Offer Acceptance Period**

The offeror's proposal shall be valid for ~~365~~270 calendar days after the required due date for proposals.

**L.13 DOE-L-2001 Proposal Preparation Instructions – General (OCT 2015)**

(a) Definitions

- (1) Offeror. The term “offeror,” as used in this Section L and Section M, refers to the single entity submitting the proposal. The offeror may propose as a single business entity or it may propose under a “Contractor Team Arrangement” ~~as defined in FAR 9.601(4).~~. The offeror may be an existing or newly-formed business entity for the purposes of competing for any contract resulting from this solicitation. If the offeror is a newly formed entity, it must be legally established on or before the date for submission of proposals.
- (2) Contractor Team Arrangement. This term as used in this Section L and M means an arrangement in which two or more companies form a partnership or joint venture to act as a prime contractor.

~~(2)~~(3) Major subcontractor. A major subcontractor is a subcontractor, at any tier, ~~with a proposed subcontract with an estimated who is anticipated to perform 10% or more of the total contract value more than \$5M~~ over the contract period.

(b) Availability of the solicitation, amendments, and other documents – electronic media.

In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be used and will be the sole method for distributing the solicitation, amendments thereto, and other documents to the public. These documents will be posted via the FedConnect website at: <https://www.fedconnect.net>. This electronic medium will constitute the official distribution method for this solicitation. All amendments and any other official communications from DOE regarding this solicitation will be posted through this medium. Offerors and all other interested parties will need to maintain continual surveillance of this website to remain abreast of the latest available information (offerors and other interested parties are encouraged to utilize the website's "Notifications" feature). No changes to this solicitation will be effective unless the changes are incorporated into the solicitation by an amendment. No other communication, whether oral or in writing, will modify or supersede the terms of the solicitation.

The solicitation, amendments, reference documents, and other communications are also available through the procurement website at <https://www.emcbc.doe.gov/SEB/OF200MTF/>.

(c) Submission of proposals.

- (1) The offeror must be registered in FedConnect at <https://www.fedconnect.net>. The offeror must also be registered in the System for Award Management (SAM) at <https://www.sam.gov>.
- (2) Offerors must submit proposals electronically through FedConnect by the date and time specified in Standard Form ~~331442~~, Solicitation, Offer, and Award; ~~(Construction, Alteration, or Repair)~~, in Section A of this solicitation and other provisions of Section L. Proposals shall only be accepted through FedConnect. It is imperative that the offeror read and understand how to submit its proposal using the FedConnect web portal. All proposal documents required by this solicitation must be uploaded and received in their entirety in the FedConnect Responses web portal no later than ~~{to be updated when final RFP is released}~~ the date and time specified in Standard Form 1442. Failure to submit a response that is received through the FedConnect Responses web portal by the stated time and date may result in the proposal not being considered. By submitting a proposal, the offeror agrees to comply with all terms and conditions as set forth in this solicitation. DOE does not provide help desk assistance regarding FedConnect, and questions regarding FedConnect shall be addressed directly to FedConnect in accordance with instructions found on its web site. Subcontractor submissions of proprietary information may provide a password protected document file to the prime and share the password with the Contracting Officer. The subcontractor proposal must adhere to the proposal due date/time in the solicitation and be submitted by the prime contractor via FedConnect.

Electronic submission of a proposal via FedConnect shall be considered the offeror's official offer and will be considered binding.

In addition to the electronic submission of the offeror's proposal, the offeror shall submit the required number of paper copies of each proposal volume as indicated below. The content in the paper copy shall be identical to the content of the electronic copies. The only exception is the financial statements and annual reports in the Volume III proposal, which shall be included in the electronic submission and the signed original only, but are not required to be included in the additional paper copies. The paper copies shall be submitted no later than the proposal due date to:

U.S. Department of Energy

Attention: ~~John E. Phelps~~Travis Marshall, Contracting ~~Specialist~~Officer

Address: ~~200 Administration Road, Room 1019-10250 E. 5<sup>th</sup> Street, Suite 500~~

~~PO Box 2001~~

City/State/Zip: ~~Oak Ridge, TN 37831~~Cincinnati, OH 45202

Shipping materials shall be marked as follows: TO BE OPENED BY ADDRESSEE ONLY. RFP NO. ~~DE-SOL-000991089303318REM000002~~

~~E-mail: john.phelps@orem.doe.gov~~

~~E-mail: travis.marshall@emcbc.doe.gov~~

Phone: ~~865-576-1147513-246-0103~~

Note: Offerors delivering proposals via mail courier or hand-delivered to the above address should contact ~~John Phelps~~Travis Marshall via telephone at ~~865-576-1147513-246-0103~~ or email at ~~john.phelps@orem.doe.gov~~travis.marshall@emcbc.doe.gov in advance to advise of the anticipated delivery date and time.

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.

| Proposal Volume – Title              | Copies Required   |
|--------------------------------------|---|
| Volume I – Offer and Other Documents | 1 signed original and 2 copies and 2 CD-ROM/ <u>DVD</u> |

|   |   |
|---|---|
| Volume II – Technical and Management Proposal | 1 signed original and 5 copies and 5 CD-ROM/ <u>DVD</u> |
| Volume III – Price Proposal                   | 1 signed original and 5 copies and 5 CD-ROM/ <u>DVD</u> |

The cover and outside of each CD-ROM/DVD must clearly identify the volume to which it relates. The electronic media versions provided shall be searchable. The CD-ROMs/DVDs are provided for SEB evaluation convenience only. In the event of a conflict, the offeror’s electronic submission of a proposal via FedConnect takes precedence over the paper copies and CD-ROM/DVD text.

(d) Solicitation instructions and proposal information.

- (1) Proposals are expected to conform to all solicitation requirements and the instructions contained in this Section L. The Government will evaluate proposals on the basis of the information provided in the proposal. The Government will not assume that an offeror possesses any capability unless set forth in the proposal. This applies even if the offeror has existing contracts with the Federal government, including the Department of Energy.
- (2) These instructions are not evaluation factors. Evaluation factors are set out in Section M, Evaluation Factors for Award, of this solicitation. However, failure to provide the requested information may make an offeror ineligible for award or adversely affect the Government's evaluation of an offeror’s proposal. In addition, a proposal may be eliminated from further consideration before the initial rating if the proposal is so grossly and obviously deficient as to be totally unacceptable on its face. For example, a proposal may be deemed unacceptable if it does not represent a reasonable initial effort to address the essential requirements of the solicitation, or if it clearly demonstrates that the offeror does not understand the requirements of the solicitation.

(e) Proposal volumes and page limitations.

- (1) The overall proposal shall consist of separate volumes, organized and individually entitled as stated below, with the following page limitations:
  - (i) Volume I, Offer and Other Documents – No page limit.
  - (ii) Volume II, Technical and Management Proposal. The page limits are as follows:

| SECTION            | PAGE LIMITATIONS |
|--------------------|------------------|
| Technical Approach | 60 pages*        |

|   |               |
|---|---------------|
| Key Personnel Resumes   | 4 pages each  |
| Key Personnel Letters of Commitment   | 1 page each   |
| Offeror Past Performance <del>and Experience</del> Reference Information Form | 5 pages each  |
| List of Contracts Terminated for Default or Convenience                       | No Page Limit |
| List of DOE Contracts   | No Page Limit |
| Work Performance Matrix   | No Page Limit |
| Past Performance Consent Statement(s)   | No Page Limit |

*\* Note that the Primavera P6 Project Schedule, Attachment L-8 Full-Time Equivalents by Month, and Attachment L-9 Heavy Construction Equipment List do not count towards the 60 page limitation of the Technical Approach factor.*

(iii) Volume III, Price Proposal – No page limit.

- (2) All attachments, annexes, and appendices shall be counted toward any page limitation set forth above, unless otherwise stated. The following do not count toward the page limitations: table of contents, title pages, glossary, divider tabs, blank pages, and the cross reference matrix. Those pages that exceed the limits set forth above will not be considered in the evaluation; page counting will begin with the first page of each volume and continue up to the page limitation. No material may be incorporated by reference as a means to circumvent the page limitations.
- (3) Except as may be provided elsewhere in the solicitation (including paragraph (f)(2) below), offerors shall not cross-reference to other volumes of the proposal and shall provide complete information within the appropriate volume. All pricing information shall be submitted and addressed only in Volume III, Price Proposal, unless otherwise specified.

(f) Proposal specifications.

- (1) Table of contents. Each volume shall contain a table of contents and a glossary of abbreviations and acronyms. The table of contents in each volume shall identify

the section, subsection, paragraph titles, and page numbers, as well as all spreadsheets, charts, tables, figures, diagrams, design drawings, and graphs.

- (2) Cross reference matrix. The offeror shall provide a cross reference matrix which correlates the proposal by page and paragraph number to the SOW, Section L instructions, and Section M evaluation factors. The cross reference matrix shall be inserted immediately following the table of contents of the corresponding volume of the offeror's proposal.
- (3) Page size. Page size shall be 8½ x 11 inches for text pages, excluding foldouts. When 8½ x 11 inch pages contain text on both front and back, this is considered two pages. Page size for foldouts shall not exceed 11 x 17 inches; foldouts may be used for large tables, charts, graphs, diagrams, design drawings, or other schematics. Foldout pages shall fold entirely within the volume in which it appears. When 11 x 17 inch pages are used, this is considered two pages; if tables and graphics are on both front and back, this is considered four pages.
- (4) Print type. Text shall be 12 point or larger, single-spaced, using Times New Roman font type. Headers and footers, spreadsheets, charts, tables, diagrams or design drawings, and graphs must be 10 point or larger using Times New Roman font type. Print type used in completing forms attached to this RFP as Microsoft® (MS) Word®, Access®, or Excel® documents shall not be changed from the styles used in the attachments.
- (5) Page margins. Page margins for text pages and foldouts shall be a minimum of one inch at the top, bottom, and each side. Each page shall, within the one inch top or bottom margins, set forth the solicitation number; name of the offeror; page number; and, as applicable, the legend in accordance with paragraph (e)(2), Restriction on disclosure and use of data, of the provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition. This is the only information that can be displayed within the margins. Two columns of text per page and use of boldface type for paragraph headings are acceptable.
- (6) Page numbering. All pages shall be sequentially numbered by volume.
- (7) File format. Files shall be submitted in readable and searchable (not scanned) Microsoft Word, Adobe Acrobat PDF, or Microsoft Excel, as appropriate, in formats compatible with the current version of the software, except the following specific ~~Volume III~~-files:
  - The Level 3 project schedule shall be submitted as a Primavera P6, version 16.1, “XER” file type.
  - Electronic copies of financial statements and Annual Reports shall be submitted in portable document format (PDF files are required).

The files shall not be password protected or contain other security restraints unless access information is provided.

- (8) Binding and Labeling of Hard Copies. Each volume shall be separately bound in three-ringed loose-leaf binders. Price proposals may be submitted in three-ringed binders of any size up to 11 x 17. Staples shall not be used. The outside front cover of each binder shall indicate the Contractor's name, the RFP number, the title of the RFP, and the copy number (i.e., sequentially number the required copies with the original being Copy No. 1). The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position.
- (9) Excel printed paper formatting. As part of the offeror's proposal submission, the offeror shall provide Section L Attachments L-5 Price Proposal Worksheet and Percentage of Total Contract Value, L-8 Full-Time Equivalents by Month, and L-9 Heavy Construction Equipment List, in accordance with the solicitation requirements (paper copies and electronic versions), including the font size requirements. To address the potential width and height of the documents in the printed paper copies, offerors are allowed to logically break these Excel worksheets into multiple pages in order to meet the solicitation requirements. Also, it is acceptable for offerors to scale the printed paper copies of the L-5, L-8, and L-9 worksheets to a smaller print size, so long as the documents are legible. Additionally, if the L-5, L-8, and L-9 worksheets span multiple pages, then each page of the worksheets shall include the applicable column and row headers.
- (g) Classified Information. The offeror shall not provide any classified information in response to this solicitation unless specifically required to do so in other parts of this solicitation.
- (h) Questions.
- (1) Questions regarding this solicitation must be submitted via [OF200MTF@emcbc.doe.gov](mailto:OF200MTF@emcbc.doe.gov) no later than ~~2825~~ calendar days prior to the proposal due date. If DOE has not acknowledged receipt of submitted questions within three (3) business days, the offeror may contact the Contracting Officer to confirm receipt of questions. Each question shall clearly specify the solicitation area to which it refers. Responses to questions, as appropriate, will be posted on the procurement website as soon as practicable. DOE will make every effort to have all questions answered at least two weeks before the proposal submission date. The Government will not identify prospective offerors submitting questions. Offerors must check the procurement website periodically to ascertain the status of answers to questions.
- (2) This solicitation is considered complete and adequately describes the Government's requirements. If an offeror believes that there is an error in the solicitation, or an omission, the offeror shall submit a question to [OF200MTF@emcbc.doe.gov](mailto:OF200MTF@emcbc.doe.gov)
- (i) False Statements. Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

- (j) Examination of data. By submission of a proposal, the offeror grants to the Contracting Officer, or an authorized representative of the Contracting Officer, the right to examine, for purposes of verifying the data submitted, those books, records, documents, and other supporting data (regardless of form) which will permit an adequate evaluation of the proposal. This right may be exercised in connection with any reviews deemed necessary by the Contracting Officer prior to award.
- (k) Commitment of Public Funds. The Contracting Officer is the only individual who can legally award a contract and commit the Government to the expenditure of public funds in connection with the proposed acquisition. Any other commitment, either explicit or implied, is invalid.
- (l) Content of resulting contract. Any contract awarded as a result of this solicitation will contain the following sections of the solicitation: Part I – The Schedule; Part II – Contract Clauses; Part III, Section J – List of Documents, Exhibits and Other Attachments; and Part IV, Section K – Representations, Certifications, and Other Statements of Offerors. These sections will be incorporated into the contract by reference.

**L.14 DOE-L-2002 Proposal Preparation Instructions, Volume I – Offer and Other Documents (NOV 2016) – Alternate I (OCT 2015), Alternate IV (OCT 2015), Alternate VI (OCT 2015)**

- (a) General. Volume I – Offer and Other Documents, contains the offer to enter into a contract and other documents. The signed original(s) of all documents requiring signature by offerors shall be contained in the original Volume I. Offerors shall include the information listed in the following paragraphs in Volume I, assembled in the order listed. In cases where the offeror is required to fill-in information in a contract clause, the offeror shall submit only those pages that require input of information or a signature. Fill-ins are generally marked “[*offeror fill-in*]”; however, offerors are responsible for ensuring all required fill-ins are completed with proposal submission (even if not overtly identified as “[*offeror fill-in*]”). If any fill-ins are not applicable, the offeror shall state such. A listing of areas requiring fill-in include, but are not limited to:

Section B:

- B.1, DOE-B-2006 Firm-Fixed-Price Contract (OCT 2014) (*note - offeror is to fill in the “Total Contract Price” line, as well as all empty cells in the table’s “~~Proposed Price~~” and “~~Proposed Completion Month/Year~~” columns*Price” column.)

Section H:

- H.~~21~~24, DOE-H-2070 Key Personnel (OCT 2014)

Section I:

- FAR 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) – Alternate I (JAN 2011)
  - FAR 52.219-28 Post-Award Small Business Program Rerepresentation (JUL 2013)
  - FAR 52.223-3, Hazardous Material Identification and Material Safety Data (JAN 1997) – Alternate I (JUL 1995)
  - ~~FAR~~DOE-I-2011 52.225-11, Buy American Act – Construction Materials Under Trade Agreements (~~OCT 2016~~PMA Deviation) (~~FEB 2008~~)
  - DEAR 952.227-82 Rights to Proposal Data (APR 1994)
- (b) Cover letter. The offeror may provide a brief cover letter. The cover letter will not be considered in the evaluation.
- (c) Standard Form 331442, Solicitation, Offer, And Award (Construction, Alteration, or Repair) – One (1) signed original of the Standard Form (SF) 331442 must be provided in addition to a copy for each set of the Volume I.
- (1) The person signing the SF 331442 must have the authority to commit the offeror to the terms and conditions of the resulting contract—~~Sections A—J.~~ By signing and submitting the SF 331442, the offeror commits to accept the resulting contract as contained in the solicitation, unless an exception or deviation to the terms and conditions as stated in the solicitation is explicitly stated by the offeror in accordance with the below subsection (g) Exceptions and deviations.
  - (2) The offeror must acknowledge receipt of all amendments to the solicitation in block 419 of the SF 331442.
  - (3) The offeror shall insert 365270 calendar days in block 4217 of the SF 331442 in accordance with Section L provision Offer Acceptance Period.
- (d) Administrative information. Offerors shall provide the following information:
- (1) Solicitation number (reference paragraph (c)(2)(i) of the Section L provision at FAR 52.215-1, Instructions to offerors – Competitive Acquisition).
  - (2) Offeror name. Name, address, telephone and facsimile number, e-mail, and Data Universal Numbering System ~~Number~~ (DUNS) number of the offeror (reference paragraph (c)(2)(ii) of the Section L provision at FAR 52.215-1, Instructions to offerors –Competitive Acquisition).
  - (3) Authorized signatory. Name and title of person authorized to sign the proposal (reference paragraph (c)(2)(v) of the Section L provision at FAR 52.215-1, Instructions to offerors – Competitive Acquisition).

- (4) Negotiators. Name(s), title(s), telephone and facsimile numbers of persons authorized to negotiate on the offeror's behalf (reference paragraph (c)(2)(iv) of the Section L provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition).
  - (5) Government agency administration. Government agency(ies) and name of its representative(s) having administrative cognizance over the offeror or parent company within the meaning of FAR subpart 42.3, Contract Administration Office Functions, including financial auditing, employment opportunity oversight, etc. Include agency name, address, and telephone number.
- (e) Subcontractors and other entities.
- (1) Name, address, and DUNS number for all proposed major subcontractors. The offeror's proposal submission, including Volume II, shall only include major subcontractors. For all subcontracts, the offeror must submit the information required by FAR 15.404-3.
  - (2) If the offeror is a joint venture, limited liability company, limited liability partnership or other similar entity (multi-member, shared ownership) provide –
    - (i) Name, address, and DUNS of the parent or member company(ies) of the offeror - joint venture members, limited liability company members, limited liability partnership members, etc.; and
    - (ii) Teaming agreement(s) and operating agreement (if applicable), that will remain in effect after any contract award, that describe the business arrangement between the members, including the identity of the one member/partner who has ~~the~~ majority interest in management responsibility of 51% or greater for the offeror.
- (f) Representations and certifications.
- (1) If the offeror has completed the annual representations and certifications electronically via the System for Award Management website in accordance with the provision at FAR 52.204-8, Annual Representations and Certifications and those representations and certifications are current, accurate, complete, and applicable to this solicitation, the offeror does not need to resubmit such representations and certifications in response to this solicitation. However, if any of these annual representations and certifications requires a change, the offeror shall submit those changes in accordance with FAR 52.204-8. The offeror shall also complete any additional representations, certifications or other statements required in this solicitation's Section K, Representations, certifications, and other statements of the offeror.
  - (2) If the offeror has not completed the annual representations and certifications electronically via the System for Award Management, the offeror shall complete and provide all of the representations, certifications, and other statements of the offeror as required in this solicitation's Section K.
  - ~~(3) The offeror shall comply with the organizational conflict of interest requirements of Section K.~~

- (g) Exceptions and deviations. \_\_\_\_\_
- (1) Exceptions and/or deviations are not sought, and the Government is under no obligation to enter into discussions related to such. If an offeror takes exception to or deviates from the terms and conditions of the proposed contract (Sections A-J) or other provisions of the solicitation, each exception and deviation shall be specifically identified and fully explained. Any exceptions or deviations must also identify the applicable solicitation section, clause or provision number, paragraph number, and the proposal volumes to which the exception or deviation applies. In addition to identifying this complete information in Volume I, any deviations or exceptions shall be repeated in the other volumes to which the deviation or exception applies – Volumes II and III. Only exceptions or deviations specifically identified in this section, if accepted by the government, will take precedence over the terms and conditions of the solicitation.
  - (2) Any exceptions or deviations by the offeror to the terms and conditions stated in the solicitation for the resulting contract may make the offer unacceptable for award without discussions. If an offeror proposes exceptions or deviations to the terms and conditions of the contract, then the Government may make an award without discussions to another offeror that did not take exception to the terms and conditions of the contract.
- (h) Small business subcontracting plan. The offeror shall provide its Small Business Subcontracting Plan in accordance with the clause at FAR 52.219-9, Small Business Subcontracting Plan, unless, pursuant to FAR 19.702, a small business subcontracting plan is not required. The requirements of a Small Business Subcontracting Plan are found at FAR 19.704. This plan will be incorporated into the contract in Section J, Attachment J-5, per clause DOE-H-2050, Incorporation of Small Business Subcontracting Plan.
- (1) To be considered acceptable, the offeror's plan shall address, in adequate detail, each of the 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 elements identified in FAR 52.219-9(d) in adequate detail may make the offeror ineligible for award of a contract.
  - (2) The offeror shall establish goals that afford small businesses with the maximum practicable opportunity to participate in contract performance consistent with efficient performance. In developing its proposed plan, the offeror shall establish minimum goals for each small business category as follows:
    - Small businesses: 65%, including the following distinct subsets within the 65% goal:
    - Veteran-owned small business: 3%
    - Service-disabled veteran-owned small businesses: 3%
    - HUBZone small businesses: 3%
    - Small disadvantaged businesses: 5%

- Women-owned small businesses: 5%

(3) Proposed small business goals shall be the percent of total subcontracted work specified in the offeror's Small Business Subcontracting Plan. Amounts proposed for subcontracting base and small business participation shall comply with the limitations of both the Section H Clause entitled, Subcontracted Work, and the Section I Clause entitled, FAR 52.236-1 Performance of Work by the Contractor.

(i) Organizational Conflicts of Interest.

~~(i) The offeror shall comply with the organizational conflict of interest requirements of Section K, Bid Guarantee. The offeror shall provide its bid guarantee in accordance FAR 52.228-1, Bid Guarantee. Failure to furnish a compliant guarantee may result in the elimination of an offeror's proposal from further consideration.~~

(1)

(2) If the Contracting Officer identifies an existing or potential OCI, the offeror shall submit any information requested by the Contracting Officer, which may include an OCI mitigation plan.

(3) At this point in time, it is anticipated that the future ORR Cleanup contractor(s) (see the procurement website at <https://www.emcbc.doe.gov/seb/orrcc/> for the latest information) will continue to provide support to DOE during construction of the Outfall 200 Mercury Treatment Facility and perform as the operations contractor. While DOE cannot make a definitive assessment at this time, there is the potential for a conflict of interest that cannot be mitigated between performing as the prime contractor under both the OF200 MTF and ORR Cleanup contract(s). In submitting its offer, the offeror understands the potential for a conflict of interest that cannot be mitigated exists between the OF200 MTF successful offeror and the future ORR Cleanup prime contractor(s).

(j) Bonding Letter. The offeror shall submit proof of bonding capabilities (letter from bonding agent) in accordance FAR 52.228-15, Performance and Payment Bonds - Construction. The letter shall state offeror's bonding levels. Offerors unable to provide proof of bonding capabilities or bond for the original contract price amount may be eliminated from competition.

**L.15 DOE-L-2003 Proposal Preparation Instructions, Volume II – Technical and Management Proposal – General (OCT 2015)**

(a) The Technical and Management Proposal (Volume II), consists of written and oral information to allow offerors to demonstrate their approach and capabilities to perform the prospective contract. The instructions contained in this and other provisions of the solicitation are provided to assist offerors in preparing their proposals and are not evaluation factors, however failure to comply with these instructions may result in a deficient proposal. The Technical and Management Proposal will be evaluated in accordance with the evaluation factors stated in Section M, Evaluation Factors for Award.

- (b) Offerors shall address, in the Technical and Management Proposal, those areas contained in the respective Section L provisions below. Each of these areas corresponds to the evaluation factors contained in Section M of the solicitation.
- (c) The Technical and Management Proposal shall comply with the requirements contained in the provision at DOE-L-2001, Proposal Preparation Instructions – General and other applicable provisions of the solicitation, including any required format and page limitations. Offerors shall be specific and complete in addressing the information required to be included in the Technical and Management Proposal. Offerors shall not simply offer to perform work in accordance with the work statement; rather, offerors shall provide their specific approach and capabilities to perform the required work. Moreover, offerors shall not merely restate the work scope and/or other solicitation requirements in its technical and management proposal.
- (d) No cost or price information shall be included in the Technical and Management Proposal, unless specifically requested in the solicitation.

**L.16 DOE-L-2004 Proposal Preparation Instructions, Volume II – Technical Approach (OCT 2015)**

*(The Technical Approach section shall not exceed 60 pages, excluding the Primavera P6 Project Schedule, Attachment L-8, Full-Time Equivalents by Month, and Attachment L-9, Heavy Construction Equipment List.)*

Offerors shall include the following information in the Volume II - Technical and Management Proposal related to the offeror's technical approach:

(a) General Work Execution Approach

The offeror shall describe its ~~general understanding~~technical approach and assumptions for successfully completing the construction of the OF200 MTF; ~~with particular emphasis on the management, integration, and execution of in~~ the following areas:

- Project management/mobilization
- Procurement
- Excavation/Shoring Approach and site work, with particular emphasis on
- ~~Hoisting and Rigging Approach~~
  - Excavation/shoring approach
  - Water Control Approach/control approach
- ~~Intake Diversion and Effluent Discharge Structures~~
  - Waste Management Planning/management planning and Disposition/disposition
  - Radiological Protection Approach/protection approach

~~(b) CLIN Execution~~

~~The offeror shall fully describe its technical approach for executing each CLIN.~~

- Facility construction, with particular emphasis on
  - Hoisting and rigging approach
  - Construction of the intake diversion and effluent discharge structures
- System Acceptance Testing
- Finishing and demobilization

~~(e)~~(b) Safety

The offeror's proposal shall describe its ~~technical~~ approach for establishing and maintaining a Worker Safety and Health Program (WSHP) and an Integrated Safety Management System (ISMS).

~~(d)~~(c) Quality Assurance and Control

The offeror's proposal shall describe its ~~technical~~ approach to successfully implement and execute a quality assurance program.

The offeror shall provide an overview of their approach to quality control.

~~(e)~~(d) Project Schedule

The offeror shall submit a project schedule ~~at the organized by CLIN/SubCLIN level~~. The schedule shall be provided in Primavera P6, version 16.1 (as indicated in DOE-L-2001 Proposal Preparation Instructions – General, this does not count towards the Technical Approach page limitation). ~~The offeror shall indicate the critical path activities on the schedule~~The schedule shall be a detailed, resource loaded critical path schedule including predecessor/successor relationship logic, start/finish dates, and clearly identified subtask durations in calendar days.

The offeror shall provide a narrative that describes ~~any features of work that are weather dependent, long lead items or have other significant constraints. Describe how those key interface points and risks will be mitigated during planning and construction associated with the schedule and describe its approach to overcome or mitigate these risks.~~ Note that this narrative portion does count ~~towards~~toward the Technical Approach page limitation.

Offerors shall consider and use all of the assumptions contained in Attachment L-10 Assumptions when preparing the schedule. For ~~schedule~~ proposal purposes ~~only~~, utilize ~~a~~an initial Notice to Proceed (NTP) date of 89/17/2018. Offerors shall complete the entire work ready for use not later than 1,461 calendar days after the initial NTP.

~~(f)~~(e) Organizational Structure

The offeror shall describe the rationale for the proposed organizational structure in relation to the work to be performed and how the organizational structure will contribute to the successful accomplishment of the work. The offeror shall provide an organizational chart graphically depicting the major functional areas of the offeror's

proposed organization that the offeror considers essential for the management and performance of the work. The offeror shall identify the positions of the proposed key personnel and other heads of organizational elements. The offeror shall identify major subcontractors and/or corporate resources from parent organizations, affiliate organizations, or other entities, and ~~indicated~~describe how their respective work will be integrated and controlled.

~~(g)~~(f) Subcontracting Approach

The offeror shall describe its approach to meet the requirement to subcontract at least 40%, but no more than 70% of the Total Contract Value in a timely and effective manner, in accordance with the limitations of both the Section H Clause entitled, Subcontracted Work, and the Section I Clause entitled, FAR 52.236-1 Performance of Work by the Contractor. In addition, the offeror shall describe its process to identify meaningful work scope (as defined in Section H clause, Subcontracted Work) that can be performed by small business subcontractors. The offeror shall describe its subcontracting approach, including its decision process regarding use of subcontractors, and approach for managing subcontractors.

~~(h)~~(g) Labor and Equipment Information

Utilizing the template found in Attachment L-8, Full-Time Equivalents by Month (as indicated in DOE-L-2001 Proposal Preparation Instructions – General, this does not count towards the Technical Approach page limitation), the offeror shall provide a table and graph depicting the total full-time equivalents (FTEs) by month, for the entire contract performance period. ~~In support of this, the offeror shall provide a table that displays the estimated FTEs by labor category, by month at the CLIN level. In addition to the table, the offeror shall provide a graph displaying the total FTEs by month at the CLIN level.~~ The full-time equivalent information shall include the prime contractor and all subcontractors. An FTE is defined as 160 labor hours per month.

Additionally, utilizing the template found in Attachment L-9, Heavy Construction Equipment List (as indicated in DOE-L-2001 Proposal Preparation Instructions – General, this does not count towards the Technical Approach page limitation), the offeror shall provide a list and quantity of the types of heavy construction equipment to be utilized in the performance of the contract. Additionally, the offeror shall provide the associated total on-site duration in months for the given equipment type in support of each CLIN. The equipment information shall include the prime contractor and all subcontractors. Heavy construction equipment includes all equipment whose weight is greater than 2 tons and needed to execute the offeror's proposed technical approach. Construction trailers and other workforce support equipment items (e.g. vehicles) are excluded from this count.

The offeror shall provide a ~~narrative support sufficient~~ narrative to explain the rationale and basis for the data provided and the estimated quantities. The narrative shall describe the offeror's estimating methodologies used, all key technical assumptions, and all assumptions regarding Government-furnished services and information. All assumptions

must be sufficiently explained. Note that this narrative portion does count ~~toward~~toward the Technical Approach page limitation.

**L.17 DOE-L-2005 Proposal Preparation Instructions, Volume II – Key Personnel (OCT 2015)**

*(The Key Personnel section shall be limited to the key personnel resumes, which are limited to four (4) pages each, and the letters of commitment, which are limited to one (1) page each.)*

The offerors shall include the following information in the Volume II - Technical and Management Proposal related to the proposed key personnel:

(a) Key Personnel

The offeror shall propose the following key personnel: Project Manager, and Construction Manager, ~~Site Safety Officer, and Quality Manager~~. Only one individual may be proposed for each key personnel position.

Failure to propose the ~~four~~two designated key personnel positions will adversely affect the Government's evaluation of the proposal and may make the proposal ineligible for award.

The offeror shall not provide the names or qualifications of any non-key personnel, except as otherwise specified in other solicitation provisions.

(b) Resume

(1) The offeror shall provide written resumes for all proposed key personnel in the format shown in Attachment L-1, *Key Personnel Standard Resume Format*. The resume shall describe the key person's education, relevant experience, accomplishments, and other information supporting the individual's qualifications and suitability for the proposed position. The resume shall address the following:

- (i) Demonstrated experience in performing work similar to that described in the SOW and commensurate with the proposed position.
- (ii) Record of past success, demonstrated leadership, and accomplishments in performing work similar to the position for which each of the Key Personnel are proposed.
- (iii) Education, training, certifications, and licenses.
- (iv) Each resume shall include at least three references having direct knowledge of the qualifications of the proposed key person.

(2) By submission of each resume, the key person and offeror authorize DOE to contact any references and previous employers to verify the accuracy of information provided in the resume and to assess each individual's suitability for the proposed position. DOE may contact any or all of the references or past employers and may

use any information or sources available to DOE as a part of its evaluation of the key personnel.

(c) Letter of Commitment

A letter of commitment shall be submitted for each individual proposed as a key person. Each key person shall sign the letter stating that the information contained in the resume, submitted as part of the proposal, is true and correct; and the individual will unconditionally accept employment in the key position identified in the proposal beginning on the date of contract award for a period of two (2) years. The letter of commitment shall state, as follows:

*“I hereby certify that the resume submitted as part of the proposal is true and correct, and \_\_\_\_\_ (insert name of individual proposed) will accept the proposed position of \_\_\_\_\_ (insert name of proposed position) if \_\_\_\_\_ (insert name of offeror) receives the award and will perform in the proposed position for minimum of two (2) years beginning on the award date of the contract.”*

Failure to submit a letter of commitment may adversely affect the Government’s evaluation of the proposal.

~~**L.18—DOE-L-2009 Proposal Preparation Instructions, Volume II—Experience (OCT 2015)**~~

~~*(The Experience section shall be limited to the Attachment L-2, Past Performance and Experience Reference Information Form and the completed Attachment L-7, Work Performance Matrix, which shall both be submitted under the Past Performance Factor in Volume II.)*~~

~~Offerors shall include the following information in the Volume II—Technical and Management Proposal (on the Attachment L-2, Past Performance and Experience Reference Information Form, and Attachment L-7, Work Performance Matrix identified above) related to the offeror’s experience:~~

~~(a) Offeror experience. The offeror shall describe its recent and relevant experience in performing work similar in scope, size, and complexity to the requirements of the SOW. Similar scope, size, and complexity are defined as follows: scope—type of work (e.g., work as identified in the SOW); size—dollar value (including total value and approximate average annual value) and contract period of performance; and complexity—performance challenges (e.g., working with Federal, State, and other regulatory bodies and stakeholder groups, rigorous safety and quality requirements, deep excavations in karst geology, installation of drilled concrete piers in karst geology, and field erection of water storage tanks in congested footprints).~~

~~(b) Major Subcontractor experience. In addition to the offeror’s relevant experience, the offeror shall describe the recent, relevant experience of any proposed major subcontractors that are proposed to perform work under the contract. Major~~

~~subcontractors are defined in Section L.13(a). The offeror's other subcontractor(s), not meeting the major subcontractor definition, shall not submit experience information and any submitted information will not be evaluated. The offeror shall describe the relevant experience on contracts that are most similar in scope size, and complexity as defined above in paragraph (a) to that portion of the work that the major subcontractor is proposed to perform under this solicitation.~~

~~(d) Newly formed entity and predecessor companies. If the offeror is a newly formed entity with no relevant experience, the offeror shall provide relevant experience for its parent organization(s) or, if applicable, the member organizations composing the Oral Interview – Project Manager~~

(1) DOE will conduct an oral interview with each offeror's proposed Project Manager for the purpose of determining this individual's qualifications and suitability, including leadership capability for the proposed position.

(2) A question and answer oral interview format will be used. Questions will not be provided to offerors in advance. Offerors may not present any formal presentation prepared in advance. The interview will be conducted during a period of up to 60 minutes.

(3) Logistics.

(i) The offeror shall not bring into the interview room any presentation or reference material including the written proposal, resume, or electronic equipment, e.g., computers/laptops, cell phones, cameras, and video or audio recording equipment. The Project Manager is prohibited from contacting anyone during the oral interview.

(ii) DOE will make a recording of the interview. After award, a copy of the video recording may be provided to the offeror upon request.

(4) Schedule.

(i) Each offeror will be notified within 15 working days after the proposal submission deadline of the date, time, location, and other instructions related to its oral interview. The oral interviews will commence within approximately 30 to 40 business days after the proposal submission deadline. DOE reserves the right to conduct the oral interviews outside of this approximate timeline or to reschedule an offeror's interview. DOE will not consider a request from an offeror to reschedule its oral interview except under extenuating circumstances (e.g., personal illness or emergency).

(5) Limitations of oral interviews. The oral interviews will not –

(i) Constitute a part of the offer (Volume I of the proposal) or be incorporated into any contract resulting from this solicitation;

- (ii) Constitute “negotiations” (or “discussions”) as defined in paragraph (d) of FAR 15.306, *Exchanges with Offerors*, after receipt of proposals or obligate the Government to conduct discussions; nor
- (iii) Constitute a “proposal revision” as defined in FAR 15.001 or allow an offeror to cure deficiencies or weaknesses in, or otherwise revise, the written portion of the proposal.

## L.18 RESERVED

- ~~(e) Contractor Team Arrangement. The offeror, whether or not they are a newly formed entity, may also provide relevant experience resulting from mergers or acquisitions and may also provide relevant experience on predecessor companies.~~
- ~~(d) Work to be performed. The information provided for the offeror and its major subcontractors, if any, shall describe its relevancy to the proposed acquisition and to the work that is proposed to be performed by that individual entity. Specific cross references shall be made between the applicable sections of the SOW, the work to be performed by each entity, and the experience of that entity performing such work. Each discrete contract provided must be attributed to a specific entity. All information provided by the offeror shall be described in sufficient detail to enable the Government to clearly identify and define the portion of work to be performed by each entity under the offeror’s proposed approach. The offeror shall complete the *Work Performance Matrix* (Attachment L-7) for it (including all members of a Contractor Team Arrangement) and each major subcontractor with the percentage of work identified that each will perform in each SOW area. The offeror shall also ensure the information provided is consistent with the Attachment L-2, *Past Performance and Experience Reference Information Form*.~~
- ~~(e)(a) Contracts information. The offeror shall provide relevant experience information on three contracts. If the offeror is a newly formed entity and no contracts have been awarded to it, the offeror shall provide the relevant experience on three contracts for its parent organization(s) or for each of its member organizations if the offeror is proposing under a Contractor Team Arrangement. Additionally, the offeror shall provide relevant experience information on three contracts for each proposed major subcontractor. The offeror’s Attachment L-2, *Past Performance and Experience Reference Information Form*, shall demonstrate that the offeror, its team members, and its major subcontractors, have performed similar work to that described in the SOW either currently and/or for contracts that were completed within the last five years from the original solicitation issuance date. The offeror shall describe the extent of experience related to the SOW technical activities by completion of Attachment L-2, *Past Performance and Experience Reference Information Form*, indicating who on the offeror’s team is proposed to perform each SOW area, and provide discrete information concerning the experience relatable to that entity’s proposed role. The offeror shall only provide contract relevant experience information for contracts that are currently being performed and/or for contracts that were completed within the last five years from the original solicitation issuance date.~~

~~(1) Contracts may be, but are not limited to, contracts, task orders, delivery orders or other legal agreements with federal, state, local and foreign Governments and/or with commercial customers.~~

~~Sufficient information shall be provided to enable the Government to clearly identify the portion of work to be performed by each entity under the offeror's proposed approach.~~

**L.19 DOE-L-2010 Proposal Preparation Instructions, Volume II – Past Performance (OCT 2015)**

~~(The Past Performance section shall be limited to the Attachment L-2, Past Performance *and Experience* Reference Information Form, the Attachment L-4, List of Contracts Terminated for Default or Convenience, Attachment L-6, List of DOE Contracts, the completed Attachment L-7, Work Performance Matrix, and Past Performance Consent Statement(s). Only one completed Attachment L-2, Past Performance *and Experience* Reference Information Form shall be submitted for each contract to support both the Experience and Past Performance factors. The completed L-2 forms, L-4, L-6, L-7, and Past Performance Consent Statement(s) shall be organized under the Past Performance Factor in Volume II for proposal submission purposes.)~~

Offerors shall include the following information in the Volume II - Technical and Management Proposal (on the Attachment L-2, Past Performance *and Experience* Reference Information Form, Attachment L-4, List of Contracts Terminated for Default or Convenience, Attachment L-6, List of DOE Contracts, Attachment L-7, Work Performance Matrix, and Past Performance Consent Statement(s), identified above) related to the offeror's past performance:

- (a) Offeror past performance. The offeror shall provide information on contracts that are most similar in terms of scope, size, and complexity to the requirements of the Statement of Work. Similar scope, size, and complexity are defined as follows: scope – type of work (e.g., work as identified in the SOW); size – dollar value (including total value and approximate average annual value) and contract period of performance; and complexity – performance challenges (e.g., working with Federal, State, and other regulatory bodies and stakeholder groups, rigorous safety and quality requirements, deep excavations in karst geology, installation of drilled concrete piers in karst geology, field erection of water storage tanks in congested footprints).
- (b) Major Subcontractor past performance. In addition to the offeror's information on relevant past performance, the offeror shall provide information on the relevant past performance for any proposed major subcontractors that are proposed to perform work under the contract. Major subcontractors are defined in L.13(a). The offeror's other subcontractor(s), not meeting the major subcontractor definition, shall not submit past performance information and any submitted information will not be evaluated. The offeror shall provide information on contracts that are most similar in scope, size, and complexity, as defined above in paragraph (a), to that portion of the work that the major subcontractor is proposed to perform under this solicitation.
- (c) Newly formed entity and predecessor companies. If the offeror is a newly formed entity with no record of past performance, the offeror shall provide past performance

information for its parent organization(s) or, if applicable, the member organizations composing the Contractor Team Arrangement.

The offeror, whether or not they are a newly formed entity, may also provide past performance information ~~on~~ resulting from mergers or acquisitions and may also provide past performance information on predecessor companies. Additionally, the offeror may provide past performance information of a parent or affiliated company provided the offeror's proposal demonstrates that the resources of the parent or affiliated company will be provided or relied upon in order to affect the performance of the offeror.

(d) Work to be performed. The past performance information provided for the offeror and its major subcontractors, if any, shall describe its relevancy to the proposed acquisition and to the work that is proposed to be performed by that individual entity. Specific cross references shall be made between the applicable sections of the SOW, the work to be performed by each entity, and the past performance of that entity. Each discrete contract provided must be attributed to a specific entity. All information provided by the offeror shall be described in sufficient detail to enable the Government to clearly identify and define the portion of work to be performed by each entity under the offeror's proposed approach.

(e) Work Performance Matrix. The offeror shall complete the *Work Performance Matrix* (Attachment L-7) for it (including all members of a Contractor Team Arrangement) and each major subcontractor with the percentage of work that each will perform in each SOW area. The offeror shall also ensure the information provided is consistent with the Attachment L-2, *Past Performance and Experience Reference Information Form*.

(f) Contracts information. The offeror shall provide past performance information on three contracts. If the offeror is a newly formed entity and no contracts have been awarded to it, the offeror shall provide past performance information on three contracts for each of its parent organization(s) or for each of its member organizations if the offeror is proposing under a Contractor Team Arrangement. Additionally, the offeror shall provide past performance information on three contracts for each proposed major subcontractor. The offeror shall only provide past performance information for contracts that are currently being performed and/or for contracts that were completed within the last five years from the original solicitation issuance date.

(1) Contracts may be, but are not limited to, contracts, task orders, delivery orders or other legal agreements with federal, state, local and foreign Governments and/or with commercial customers.

~~(f) Contracts information. The offeror shall provide past performance information for the same reference contracts identified as demonstrating its relevant experience.~~

~~(1)(2)~~ (2) The offeror shall identify performance challenges and provide information on problems encountered in the performance of the reference contracts and actions initiated to address these matters, and the effect the actions taken had on the performance of the contract. Examples of problems that may be addressed, as appropriate, include, but are not limited to, serious injuries or fatalities, regulatory violations resulting from environmental non-compliance, late deliveries, and cost

overruns. In addition, the offeror may describe any recognized accomplishments the offeror has received on the reference contract. For the reference contract, the offeror shall also identify OSHA safety statistics (e.g. Days Away, Restricted or Transferred (DART) and Total Recordable Case (TRC)), as well as any DOE enforcement actions and/or worker safety and health, nuclear safety, and/or classified information security incidents or notifications posted to the DOE Office of Enterprise Assessments website (<https://energy.gov/ea/information-center/enforcement-infocenter>) along with any corrective actions taken to resolve those problems. The offeror shall include this information within the Past Performance ~~and Experience~~ Reference Information Form.

(g) Terminated contracts. The offeror shall provide a listing in Attachment L-4, *List of Contracts Terminated for Default or Convenience*, of any contracts of the offeror, including all members of any Contractor Team Arrangement, and major subcontractors, that were terminated within the past five years from the original solicitation issuance date. The reasons for the termination for each of the identified contracts shall be provided as well. This listing of terminated contracts is not limited to only those contracts contained in the Attachment L-2 *Past Performance and Experience Reference Information Form*. If there are no terminated contracts to report, Attachment L-4, *List of Contracts Terminated for Default or Convenience*, shall be submitted with a blank table, along with a note indicating that there are no terminated contracts within the time period specified in the solicitation.

(h) Past Performance Questionnaire

The offeror shall provide the *Past Performance Cover Letter and Questionnaire* contained in Attachment L-3 to the appropriate contract client reference within the Program Office/Project Office and/or the Contracting Office for completion, for those contracts provided within the Attachment L-2, *Past Performance and Experience Reference Information Form*. The offeror shall request that clients return the Past Performance Questionnaire directly to DOE by mail or electronic means to the address identified below no later than one week prior to the due date for receipt of proposals.

(1) DOE address and contact information:

U.S. Department of Energy

Attention: ~~John E. Phelps~~ Travis Marshall, Contracting ~~Specialist~~ Officer

Address: ~~200 Administration Road, Room 1019-10250 E. 5<sup>th</sup> Street, Suite 500~~  
~~PO Box 2001~~

City/State/Zip: ~~Oak Ridge, TN 37831~~ Cincinnati, OH 45202

E-mail: ~~john.phelps@orem.doe.gov~~ travis.marshall@emcbc.doe.gov

Phone: ~~865-576-1147~~ 513-246-0103

(2) Envelopes shall be marked as follows:

TO BE OPENED BY ADDRESSEE ONLY.  
RFP NO. ~~DE SOL 000991089303318REM000002~~

- (3) The offeror shall be responsible for following up with the client point of contact to ensure that the questionnaire has been completed and returned to the DOE Contracting Officer identified above on time. Receipt of the questionnaires by the Government is not subject to the provisions at FAR 52.215-1, *Instructions to Offerors – Competitive Acquisition* related to late proposals. Questionnaires not received by the due date identified above may not be considered if consideration will unduly delay evaluations. The offeror may contact the Contracting Officer at the e-mail provided in this solicitation to confirm the receipt of any questionnaires.
- (i) Sources of past performance information. The Government may contact any or all of the references provided in the *Past Performance and Experience Reference Information Form*. The Government may also obtain past performance information from sources other than those provided by the offeror. This may include, but not be limited to, commercial and Government clients, Government records, regulatory agencies, and Government databases such as the Government's Past Performance Information Retrieval System (PPIRS). The Government may also consider "close at hand information" (i.e., information relating to the same or similar services with the same procuring activity, or information personally known to the evaluators). The Government will only consider information for work determined to be at least somewhat relevant to the acquisition in terms of similar scope, size, and complexity, as defined above in paragraph (a) that is currently being performed or has been completed within the last five years from the original solicitation issuance date.
- (j) List of DOE Contracts. The offeror, to include all members of a Contractor Team Arrangement, if any, shall provide a listing on Attachment L-6, *List of DOE Contracts*, of all DOE prime contracts (including National Nuclear Security Administration) currently being performed and/or for contracts that were completed within the last five years from the original solicitation issuance date. This includes contracts for which the offeror or major subcontractor was a member organization in a joint venture, LLC, or other similar entity as a prime contractor to DOE.
- (k) Past Performance Consent Statement. As past performance information is proprietary source selection information, by default, the Government can only discuss past performance information directly with the prospective prime contractor, team member or subcontractor that is being reviewed. If there is a problem with a proposed subcontractor's or team member's past performance, the prime can be notified of a problem, but no details will be discussed without the team member's/subcontractor's permission. Therefore, the Government is requesting the following consent statement be completed, as applicable, by all proposed members of a Contractor Team Arrangement, and all major subcontractors, by checking the appropriate "provide consent" or "do not provide consent" box, as well as providing all other requested information.

Dear (Contracting Officer),

We are currently participating as a [teaming member/major subcontractor] with [name of offeror providing proposal] in responding to the Department of Energy, request for Proposal ~~DE-SOL-0009910~~89303318REM000002 for the Outfall 200 Mercury Treatment Facility construction contract.

In order to facilitate the performance confidence assessment process we hereby [ ] provide consent OR [ ] do not provide consent to allow you to discuss our past and present performance information with the [name of offeror providing proposal] during the source selection process.

\_\_\_\_\_  
\_\_\_\_\_

(Signature and Title of individual who has the authority to sign for and legally bind the company)

Company Name:

Address:

**L.20 DOE-L-2011 Proposal Preparation Instructions, Volume III – Price Proposal (OCT 2015)**

- (a) General. The offeror shall prepare its price proposal in accordance with the instructions contained in this provision. The offeror's proposal contains the offeror's price to perform the work set forth in the Statement of Work; therefore, it must be current, accurate, complete and well documented. Price information is not to be included in other proposal volumes, unless specifically requested in the solicitation. The offeror shall provide a completed Section B.1 with proposed firm fixed prices to perform the requirements set forth in the SOW. The offeror shall provide a proposed price for this effort by completing Attachment L-5, Exhibit A, *Price Proposal Worksheet* (MS Excel workbook). If there is a discrepancy between the prices specified by the offeror in Section L, Attachment L-5 and the corresponding prices specified by the offeror in Section B.1, the prices specified by the offeror in Section B.1 will be used to determine the total evaluated price. All pages, including forms, must be page numbered and all forms, tables, or exhibits must be identified in the table of contents or index.
- (b) CLIN Structure. The offeror shall propose prices at the CLIN and SubCLIN levels (as applicable) needed to accomplish the SOW, by completing both Section B.1 and Attachment L-5, Exhibit A, *Price Proposal Worksheet*. All professional, non-craft labor associated with other CLINs are to be proposed under SubCLIN 0001B Construction, Testing & Demobilization Project Management.

- (c) Anticipated Funding. To assist offerors in preparation of proposals, the anticipated funding profile during the period of performance by Government Fiscal Year (FY) is as follows:

**Funding Profile**

| <b>Contract Funding Profile (in \$M)</b> |                        |
|--|------------------------|
| <b>Gov't Fiscal Year</b>                 | <b>Funding Profile</b> |
| FY18                                     | <b><u>\$1.0M</u></b>   |
| FY19                                     | <b><u>\$11.0M</u></b>  |
| FY20                                     | <b><u>\$23.0M</u></b>  |
| FY21                                     | <b><u>\$46.0M</u></b>  |
| FY22                                     | <b><u>\$11.0M</u></b>  |
| <hr/>                                    |                        |
| Contract Total                           | <b><u>\$92.0M</u></b>  |

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.

- (d) Offerors shall consider and use all of the assumptions contained in Attachment L-10 Assumptions when preparing the price proposal.

~~(d)~~(e) If, after receipt of proposals, the Contracting Officer determines that there is insufficient information available to determine whether the price is reasonable (and if applicable, realistic; see M.6 Evaluation Factor – Price, paragraph (d)), and none of the exceptions set forth in FAR 15.403-1, Prohibition on Obtaining Certified Cost or Pricing Data, apply, the Contracting Officer may require the offeror to submit certified cost or pricing data.

~~(e)~~(f) Narrative support. The offeror, each team member, and subcontractors shall provide narrative support sufficient to explain the development of prices proposed; the rationale and basis for the data provided; and the basis for the reasonableness and realism of the proposed prices. The narrative shall describe the offeror’s standard estimating system, the estimating methodologies used, and any conditional assumptions. Conditional assumptions must be sufficiently explained to permit evaluation of the prices proposed. Offerors shall consult FAR 15.404-1, Proposal Analysis Techniques, for guidance as to the type of information and supporting data that shall be submitted by the offeror to support the reasonableness and realism of the proposed prices. If available, offerors shall provide any relevant correspondence or reports available from its cognizant Defense Contract Audit Agency (DCAA) office, such as DCAA accounting and estimating system reviews, prior year incurred cost audit reports, etc., in order to provide an aid in evaluation.

~~(f)~~(g) Proposal modifications and revisions. Any modification or revision to the price proposal, as defined and allowed in accordance with the provision at FAR 52.215-1,

Instructions to Offerors – Competitive Acquisitions, shall clearly indicate the price impact of the modification to the same level of detail shown in the original proposal. Once the prospective contractor has been selected, the prices submitted with its proposal shall not be subject to change.

~~(g)~~(h) Contract period of performance. For pricing purposes, the offeror shall utilize a ~~Notice to Proceed (an initial NTP)~~ date of 89/17/2018. The period of performance is set forth in Section F, Deliveries or Performance.

~~(h)~~(i) File format. The offeror shall submit Attachment L-5 using Microsoft Excel format, ensuring that formulas can be viewed. The offeror shall provide supporting narrative consistent with the file format requirements as set forth in the provision DOE-L-2001, Proposal Preparation Instructions – General.

~~(i)~~(j) Cognizant federal agency. (1) FAR 42.703-1(a) requires that a single agency shall be responsible for establishing indirect rates. This single agency, referred to as the Cognizant Federal Agency (CFA), is normally the federal agency with which the offeror, by fiscal year, has the largest unliquidated contract dollar amounts.

- (1) The offeror shall identify its CFA, if known, by providing the following information for the offeror and proposed subcontractor(s):
  - (i) Cognizant federal agency.
  - (ii) Contracting Officer's name, address, telephone number and email address.
- (2) Offerors shall provide any relevant correspondence or reports available from its cognizant Defense Contract Management Agency (DCMA) office, such as DCMA accounting and estimating system approvals, in order to provide an aid in evaluation.
- (3) If the offeror does not know its CFA, the offeror must provide this same information for each federal agency with which it has active contracts or subcontracts. The offeror shall list the information starting with the oldest contract. This will help DOE to identify the offeror's CFA.

~~(j)~~(k) The offeror shall complete Attachment L-5, Exhibit B, *Percentage of Total Contract Value* by filling in the percentage of total contract value to be performed by the offeror and its subcontractors. When combined, the offeror and subcontractor totals must equal 100%. Exhibit B will be utilized to ensure the offeror proposes to perform at least 30%, but no more than 60%, of the total contract value in compliance with the requirements of Section H clause *Subcontracted Work* and Section I clause FAR 52.236-1 *Performance of Work by the Contractor*.

~~(k)~~(l) The offeror shall provide documentation for Responsibility Determination and Financial Capability as outlined below:

- (1) 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 not be limited to, the offeror's financial statements (audited, if available),

notes to the financial statements for the last three fiscal years, and any available lines of credit. This information should be provided for all participants if the offeror is a joint venture or other teaming arrangement, and for major subcontractors.

- (2) Using the above information and other information, the Government will make a FAR Part 9 responsibility determination of the prospective awardee.

**L.21 DOE-L-2014 Date, Time, and Place Offers are Due (OCT 2015)**

All Offers required by this solicitation are due at the date, time, and place identified on the Standard Form (SF 331442), Solicitation, Offer, and Award (Construction, Alteration, or Repair) (See Section A, Block 913). Treatment of late submissions, modifications, and withdrawals are governed by the applicable provisions of the solicitation.

**L.22 DOE-L-2016 Number of Awards (OCT 2015)**

It is anticipated that there will be one award resulting from this solicitation. However, the Government reserves the right to make any number of awards, or no award, if it is in the Government's best interest to do so.

**L.23 DOE-L-2017 Expenses Related to Offeror Submissions (OCT 2015)**

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or for acquiring or contracting for any services relating thereto.

**L.24 DOE-L-2019 Site Visit (OCT 2015)**

~~(a) A site visit will be held as indicated below:~~

~~TIME: [TBD]~~

~~DATE: [TBD]~~

~~PLACE: Y-12 New Hope Center~~

~~602 Scarboro Road~~

~~Oak Ridge, TN 37830~~

~~(b) Any questions following the site visit shall be submitted in writing, via email to [OF200MTF@emebc.doe.gov](mailto:OF200MTF@emebc.doe.gov) no later than [TBD]. Written questions will also be taken at the site visit, but answers may not be provided at that time. All questions and answers, including those answered and not answered at the site visit will be provided via the acquisition website at <https://www.emebc.doe.gov/SEB/OF200MTF/>.~~

(a) A pre-proposal site visit will be held for this procurement. This site visit is anticipated to essentially travel the same route and go to the same locations as the January 3, 2018 site tour that occurred during the Outfall 200 Mercury Treatment Facility Pre-Solicitation Conference Activities, but the site tour script will be updated to reflect the

accomplishments of the Early Site Preparation work that has been performed by others. Note that there will not be a pre-proposal conference, and after completion of the pre-proposal site tour, the script will be posted to the procurement website.

(b) Specific information regarding the time, date, and location of the pre-proposal site visit, as well as registration information, will be posted to the EMCBC procurement website:

<https://www.emcbc.doe.gov/SEB/OF200MTF/index.php>

(c) Attendance at the site visit is not mandatory. The Government will not reimburse any offeror for expenses related to attendance of this site visit. ~~Registration information can be found at <https://www.emcbc.doe.gov/SEB/OF200MTF/>.~~

(d) Offerors are urged and expected to inspect the site where services are to 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.

#### **L.25 DOE-L-2020 Small Business Set-Aside Information (Unrestricted)**

This acquisition is unrestricted and contains no small business set-aside provisions.

#### **L.26 DOE-L-2022 Alternate Bid/Proposal Information – None (OCT 2015)**

Alternate bids/proposals are not solicited, are not desired, and will not be evaluated.

#### **L.27 DOE-L-2024 Notice of Intent – Use of Non-Federal Evaluators and/or Advisors (OCT 2015)**

The Government may utilize non-federal evaluators and/or advisors or other non-Federal support personnel for evaluating proposals received in response to this solicitation. Such personnel shall be required to sign nondisclosure agreements and to comply with personal and organizational conflicts of interest requirements in accordance with the FAR and DEAR 915.207-70 (f)(5) and (6). Under the statutes governing procurement integrity, these non-federal personnel may not disclose any information learned by participating in this acquisition. See the Procurement Integrity Act, 41 U.S.C. §§ 2101-2107.

#### **L.28 DOE-L-2025 Intention to Bid/Propose (OCT 2015)**

In order to facilitate the efficiency of the Government's solicitation and award process through advance information on the anticipated number of offers, potential offerors are requested to submit the name, address and telephone number of its firm or organization and any subcontractors via email to [OF200MTF@emcbc.doe.gov](mailto:OF200MTF@emcbc.doe.gov) not later than 14 calendar days prior to the proposal due date. If the bid/proposal is to be submitted by a teaming arrangement, the offeror is requested to submit the above information for all members of the proposing team.

**L.29 DOE-L-2026 Service of Protest (48 CFR 52.233-2 as modified by DEAR 933.106) (OCT 2015)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Travis Marshall

Contracting Officer

U.S. Department of Energy

250 E. 5th Street, Suite 500

Cincinnati, OH 45202

- (b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO.
- (c) Another copy of a protest filed with the GAO must 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 (GC-61)

1000 Independence Avenue, S.W.

Washington, DC 20585

Fax: (202) 586-4546

**L.30 DOE-L-2027 Notice of Protest File Availability (OCT 2015)**

- (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 1605 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 33.2014(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, offerors shall mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

**L.31 DOE-L-2028 Agency Protest Review (OCT 2015)**

Protests to the agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth at 48 CFR 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the Department. The Department encourages potential protestors to discuss their concerns with the Contracting Officer prior to filing a protest.

**Section L - Instructions, Conditions and Notices to Offerors**

**Attachment L-1: Key Personnel Standard Resume Format**

(RESUME MUST NOT EXCEED FOUR (4) PAGES IN LENGTH FOR EACH 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 date of contract award forward)

**Name of Company with whom Key Person will be Employed:**

**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 Outfall 200 Mercury Treatment Facility construction project issues and capability to function effectively in the proposed 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)]

**Section L - Instructions, Conditions and Notices to Offerors**

**Attachment L-2: Past Performance ~~and Experience~~ Reference Information Form**

*(Completed Form limited to five (5) pages per reference contract for boxes #1-21, and up to two additional pages for Box #22. If the reference contract is/was a subcontract to a prime contract, the information contained within this L-2 form shall only pertain to the subcontract information.)*

**Past Performance ~~and Experience~~ Reference Information Form**

|   |   |
|---|---|
| 1. <u>Name</u> and <u>DUNS #</u> of Offeror Submitting Proposal:  |   |
| 2. <u>Name</u> and <u>DUNS #</u> of Company for which L-2 Form is being submitted:  |   |
| 3. Name of Reference Contract Client (e.g., Government Agency or Prime Contractor):   |   |
| 4. <u>Name</u> and <u>DUNS #</u> of Entity Reference Contract Was Awarded To:   |   |
| 5. Reference Contract <u>Number</u> :<br>Reference Contract <u>Title</u> :  |   |
| 6. Reference Contract Available in PPIRS ( <i>i.e.</i> , <u>Yes/No</u> ):   |   |
| 7. Reference Contract Client Point of Contact:<br>*The reference point of contact must include the Contracting Officer (or equivalent), and may also include the Project Director or Contracting Officer's Representative (or equivalents). | Name:<br>Title:<br>Telephone:<br>Email:<br>Address: |
| 8. Reference Contract Period of Performance:  |   |
| 9. Reference Contract Start Date:   |   |
| 10. Reference Contract Completion/Termination Date:   |   |
| 11. Reference Contract Type (e.g., FP, T&M, CPFF, CPIF, CPAF, etc.):  |   |
| 12. Reference Contract Total Value and Approximate Average Annual Value ( <i>separately list fee if cost-type</i> ):  |   |
| 13. Reference Contract Value Performed To Date ( <i>Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment; Date = RFP release date</i> ):         |   |
| 14. Portion (%) of work Company (identified in #2) is proposed to perform on OF200 MTF:   |   |
| 15. Scope Company (identified in #2) is proposed to perform on OF200 MTF. List applicable SOW elements:   |   |

**Past Performance ~~and Experience~~ Reference Information Form**

|   |  |
|---|--|
| 16. Scope Company (identified in #4) performed on Reference Contract:   |  |
| 17. Complexity Company (identified in #2) is proposed to perform on OF200 MTF:  |  |
| 18. Complexity of work Company (identified in #4) performed on Reference Contract:  |  |
| 19. Describe any recognized accomplishments the company identified in #4 has received on the reference Contract:  |  |
| 20. Provide information on challenges/problems encountered on the Reference Contract and actions taken by the company identified in #4 to resolve these matters:  |  |
| 21. Safety statistics: provide Days Away, Restricted or Transferred and Total Recordable Case (TRC) rates and hours worked for the company (identified in #4) on the Reference Contract by Government Fiscal Year (GFY) for FY 2014-2017:   |  |
| 22. For the Reference Contract, identify any DOE enforcement actions and/or worker safety and health, nuclear safety, and/or classified information security incidents or notifications posted to the DOE Office of Enterprise Assessments (EA) website ( <a href="https://energy.gov/ea/information-center/enforcement-infocenter">https://energy.gov/ea/information-center/enforcement-infocenter</a> ) and corrective actions taken to resolve those problems: |  |
| <p>Note: The offeror may amend the format for Attachment L-2, <i>Past Performance <del>and Experience</del> Reference Information Form</i>, as long as the exact information, font and size, and page limitations are followed.</p>   |  |

**Section L - Instructions, Conditions and Notices to Offerors**

**Attachment L-3: Past Performance Cover Letter and Questionnaire**

**Past Performance Cover Letter for \_\_\_\_\_**

Dear “Client”:

We are currently responding to the Department of Energy (DOE) Request for Proposals No. ~~DE-SOL-00099108~~89303318REM000002, Outfall 200 Mercury Treatment Facility contract.

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: [OF200MTF@emcbc.doe.gov](mailto:OF200MTF@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  
~~Oak Ridge Office of Environmental Management~~  
Attn: Mr. ~~John Phelps~~Travis Marshall  
~~PO Box 2001, EM-91~~  
~~Oak Ridge, TN 37831~~  
250 E. 5<sup>th</sup> 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”



**A. REFERENCE CONTRACT AND CLIENT INFORMATION**

**Reference Contract and Client Information**

|   |  |
|---|--|
| <b>Name of Company Being Evaluated:</b>   |  |
| <b>Contract Number and Title Being Evaluated:</b>   |  |
| <b>Assessment Period for which PPQ covers Company's performance:</b>  |  |
| <b>Evaluator's Name:</b>  |  |
| <b>Evaluator's Address:</b>   |  |
| <b>Evaluator's Phone &amp; Email:</b>   |  |
| <b>Evaluator's Organization:</b>  |  |
| <b>Evaluator's role in the management of the contract*:</b>   |  |
| <p><i>* The reference point of contact completing and submitting the questionnaire must be the appropriate contract client reference within the Program Office/Project Office and/or the Contracting Office. Only one questionnaire should be submitted per contract reflecting a coordinated response.</i></p> |  |

**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.<br><br>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 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. | To justify Marginal performance, identify a significant event in each category that the Contractor had trouble overcoming and state how it impacted the Client. A Marginal rating should be supported by referencing the management tool that notified the Contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).   |
| 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?

|                          |                          |                          |                          |                          |                          |                          |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> |
| 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?

|                          |                          |                          |                          |                          |                          |                          |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> |
| 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?

|                          |                          |                          |                          |                          |                          |                          |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> |
| 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?

|                          |                          |                          |                          |                          |                          |                          |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> |
| 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? How well did the Contractor manage and retain key personnel?

|                          |                          |                          |                          |                          |                          |                          |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> |
| Exceptional              | Very Good                | Satisfactory             | Marginal                 | Unsatisfactory           | Not Applicable           | Do Not Know              |

Supporting Narrative:

**6. Subcontract Management**

Example: How well did the Contractor manage subcontracting relationships?

|                          |                          |                          |                          |                          |                          |                          |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> |
| Exceptional              | Very Good                | Satisfactory             | Marginal                 | Unsatisfactory           | Not Applicable           | Do Not Know              |

Supporting Narrative:

**7. Utilization of Small Business**

How well did the Contractor allocate subcontracting opportunities to small businesses?

|                          |                          |                          |                          |                          |                          |                          |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> |
| Exceptional              | Very Good                | Satisfactory             | Marginal                 | Unsatisfactory           | Not Applicable           | Do Not Know              |

Supporting Narrative:

**8. Regulatory Compliance**

How well did the Contractor comply with all terms and conditions in the contract relating to applicable regulations and codes considering compliance with financial, environmental, safety, and labor regulations as well as any other reporting requirements?

|                          |                          |                          |                          |                          |                          |                          |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> |
| Exceptional              | Very Good                | Satisfactory             | Marginal                 | Unsatisfactory           | Not Applicable           | Do Not Know              |

Supporting Narrative:

*We greatly appreciate your time and assistance in completing this questionnaire.*

**Additional Comments:**

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**Section L - Instructions, Conditions and Notices to Offerors**

**Attachment L-4: List of Contracts Terminated for Default or Convenience**

| <b>Client Name</b> | <b>Contract No.</b> | <b>Client Point of Contact</b> | <b>POC Information (address, phone no., email address)</b> | <b>Performance Period</b> | <b>Terminated for Default or Convenience</b> |
|--------------------|---------------------|--------------------------------|--|---------------------------|--|
|                    |                     |                                |  |                           |  |
|                    |                     |                                |  |                           |  |
|                    |                     |                                |  |                           |  |
|                    |                     |                                |  |                           |  |
|                    |                     |                                |  |                           |  |

Note: Information shall only be provided for contracts terminated within the last five years from the original solicitation issuance date. Additionally, explanatory information may be provided below the table for each contract terminated for default or convenience, along with a brief description of the work. If the offeror does not have any contracts to report, a blank form shall be submitted stating such.

**Section L - Instructions, Conditions and Notices to Offerors**

**Attachment L-5: Price Proposal Worksheet and Percentage of Total Contract Value**

*See Attached Microsoft Excel Spreadsheet*

**Section L - Instructions, Conditions and Notices to Offerors**

**Attachment L-6: List of DOE Contracts**

Instructions: The offeror, including all members of a Contractor Team Arrangement, and major subcontractors, shall provide a list of all DOE prime contracts (including NNSA) currently being performed and/or for contracts that were completed within the last five years from the original solicitation issuance date. This includes contracts for which the offeror or major subcontractor was a member organization in a joint venture, LLC, or other similar entity as a prime Contractor to DOE.

|                                  |
|----------------------------------|
| <b>a. Contract Number:</b>       |
| <b>b. Contract Title:</b>        |
| <b>c. Contractor Name:</b>       |
| <b>d. Period of Performance:</b> |

**Section L - Instructions, Conditions and Notices to Offerors**

**Attachment L-7: Work Performance Matrix**

| SOW Sections           | Company Names  |                              |                              |
|------------------------|----------------|------------------------------|------------------------------|
|                        | <i>Offeror</i> | <i>Major Subcontractor 1</i> | <i>Major Subcontractor 2</i> |
|                        |                |                              |                              |
|                        |                |                              |                              |
|                        |                |                              |                              |
|                        |                |                              |                              |
|                        |                |                              |                              |
|                        |                |                              |                              |
|                        |                |                              |                              |
| All other SOW elements |                |                              |                              |
| <b>Total</b>           |                |                              |                              |
|                        |                |                              |                              |

**Instructions:** The offeror shall list itself and each major subcontractors (if any) shall be listed by company in the top row of the table above, and shall indicate the percentage of work to be performed by each company by SOW area (offerors shall list the applicable SOW section in the far left column of the table above). Rows may be added or deleted to encompass all of the applicable SOW sections. There shall only be one column for the offeror. Columns may be added or deleted if there are more or less than two major subcontractors. Percentages shall be rounded to the nearest whole number. Typically each row should add up to 100%; however, in cases where the total is less than 100% because subcontractors other than those designated as major are also performing work, offerors shall include a note that explains why the total is less than 100%.

**Section L - Instructions, Conditions and Notices to Offerors**

**Attachment L-8: Full-Time Equivalents by Month**

*See Attached Microsoft Excel Spreadsheet*

**Section L - Instructions, Conditions and Notices to Offerors**

**Attachment L-9: Heavy Construction Equipment List**

*See Attached Microsoft Excel Spreadsheet*

**Section L - Instructions, Conditions and Notices to Offerors**

**Attachment L-10: Assumptions**

1. Early site preparation activities, with the exception of the secant pile walls (which are located at the Headworks area) will be complete prior to issuance of the initial Notice to Proceed for this scope of work. The secant pile wall contractor will demobilize from the site by early December 2018.
2. No new or revised federal or state environmental permits will be required to perform the construction. Additionally, no City of Oak Ridge building permits are required for this project scope.
3. Based on available data, no remediation of water or soils is required as part of the construction work scope.
4. Debris, soils and clearing/grubbing materials are assumed to meet the waste acceptance criteria of the ORR Landfills as described in Waste Profile No. S-010, Construction/Demolition Waste.
5. No dumping fees are assessed to the Contractor at ORR Landfills.
6. The average round trip from the work site to the ORR Landfills, regardless of which Portal is used, is one hour.
7. No on-site borrow pit is available for use.
8. Reuse of excavated material as backfill is acceptable given it is in accordance with Section J Attachment J-1 *Specifications*.
9. No on-site source of concrete is available.
10. Dewatering volumes are determined from the average annual precipitation in Oak Ridge, TN (approximately 51 – 54 inches per year).
11. Characterization data indicates groundwater in the area can be discharged in the area, so extracted water from de-watering efforts is assumed to be dischargeable to the surrounding soils. Sediment controls are required.
12. The total depth for all storm water storage tank bearing piers (25 in total) is assumed to be 750 lineal ft.
13. The total depth for all equalization tank bearing piers (25 in total) is assumed to be 625 lineal ft.
14. Acceptance Test Procedures (ATP) will be developed by others.
15. Test Directors for ATPs will be provided by others.
16. No blasting will be allowed.
17. Final ATP Test Reports will be issued by others.
18. The Contractor will provide all materials necessary for the utility tie-ins. The Contractor will perform tie-ins to storm drains and sewers. The remaining tie-ins will be performed by the Y-12 Operating Contractor.
19. The average weekly Construction Progress Meeting duration is one (1) hour, and the average bi-weekly Integrated Project Team Meeting duration is one (1) hour.
20. The average amount of time spent supporting OREM with regulatory interfaces is two (2) hours, every other month for the Project Manager.
21. There will be 5% downtime (2 hours/week) due to site drills and work stoppage as mandated by Y-12.

22. The craft labor to perform System Acceptance Test Procedures are found in the below table:

| <b>Assumed Craft Labor to Perform System Acceptance Test Procedures</b> |  |   |                              |              |                    |
|---|--|---|------------------------------|--------------|--------------------|
| <b>Test #</b>   | <b>Event</b>                               | <b>Construction Labor Agreement - Knoxville Building and Construction Trades Council Labor Category</b> | <b>Full-Time Equivalents</b> | <b>Hours</b> | <b>Total Hours</b> |
| <u>1</u>  | <u>Electrical Test Training</u>            | <u>Journeyman Wireman</u>   | <u>2</u>                     | <u>4</u>     | <u>8</u>           |
|   | <u>Electrical Test Conduct</u>             | <u>Journeyman Wireman</u>   | <u>2</u>                     | <u>80</u>    | <u>160</u>         |
| <u>2</u>  | <u>Instrumentation Test Training</u>       | <u>Journeyman Wireman</u>   | <u>4</u>                     | <u>4</u>     | <u>16</u>          |
|   | <u>Instrumentation Test Conduct</u>        | <u>Journeyman Wireman</u>   | <u>4</u>                     | <u>80</u>    | <u>320</u>         |
| <u>3</u>  | <u>Intake and Base Flow Test Training</u>  | <u>Crew: 1 Laborer Foreman, 5 Laborer Group I</u>   | <u>6</u>                     | <u>4</u>     | <u>24</u>          |
|   | <u>Intake and Base Flow Test Conduct</u>   | <u>Crew: 1 Laborer Foreman, 5 Laborer Group I</u>   | <u>6</u>                     | <u>80</u>    | <u>480</u>         |
| <u>4</u>  | <u>Storm Flow Test Training</u>            | <u>Crew: 1 Laborer Foreman, 5 Laborer Group I</u>   | <u>6</u>                     | <u>4</u>     | <u>24</u>          |
|   | <u>Storm Flow Test Conduct</u>             | <u>Crew: 1 Laborer Foreman, 5 Laborer Group I</u>   | <u>6</u>                     | <u>80</u>    | <u>480</u>         |
| <u>5</u>  | <u>Grit Handling Test Training</u>         | <u>Crew: 1 Laborer Foreman, 5 Laborer Group I</u>   | <u>6</u>                     | <u>4</u>     | <u>24</u>          |
|   | <u>Grit Handling Test Conduct</u>          | <u>Crew: 1 Laborer Foreman, 5 Laborer Group I</u>   | <u>6</u>                     | <u>80</u>    | <u>480</u>         |
| <u>6</u>  | <u>Stormwater Storage Test Training</u>    | <u>Crew: 1 Laborer Foreman, 5 Laborer Group I</u>   | <u>6</u>                     | <u>4</u>     | <u>24</u>          |
|   | <u>Stormwater Storage Test Conduct</u>     | <u>Crew: 1 Laborer Foreman, 5 Laborer Group I</u>   | <u>6</u>                     | <u>80</u>    | <u>480</u>         |
| <u>7</u>  | <u>Equalization Tank Test Training</u>     | <u>Crew: 1 Laborer Foreman, 5 Laborer Group I</u>   | <u>6</u>                     | <u>4</u>     | <u>24</u>          |
|   | <u>Equalization Tank Test Conduct</u>      | <u>Crew: 1 Laborer Foreman, 5 Laborer Group I</u>   | <u>6</u>                     | <u>80</u>    | <u>480</u>         |
| <u>8</u>  | <u>Dechlorination Test Training</u>        | <u>Crew: 1 Laborer Foreman, 5 Laborer Group I</u>   | <u>6</u>                     | <u>4</u>     | <u>24</u>          |
|   | <u>Dechlorination Test Conduct</u>         | <u>Crew: 1 Laborer Foreman, 5 Laborer Group I</u>   | <u>6</u>                     | <u>80</u>    | <u>480</u>         |
| <u>9</u>  | <u>Polymer Reaction Test Training</u>      | <u>Crew: 1 Laborer Foreman, 5 Laborer Group I</u>   | <u>6</u>                     | <u>4</u>     | <u>24</u>          |
|   | <u>Polymer Reaction Test Conduct</u>       | <u>Crew: 1 Laborer Foreman, 5 Laborer Group I</u>   | <u>6</u>                     | <u>80</u>    | <u>480</u>         |
| <u>10</u>   | <u>Flocculation Test Training</u>          | <u>Crew: 1 Laborer Foreman, 5 Laborer Group I</u>   | <u>6</u>                     | <u>4</u>     | <u>24</u>          |
|   | <u>Flocculation Test Conduct</u>           | <u>Crew: 1 Laborer Foreman, 5 Laborer Group I</u>   | <u>6</u>                     | <u>80</u>    | <u>480</u>         |
| <u>11</u>   | <u>Clarifier Test Training</u>             | <u>Crew: 1 Laborer Foreman, 5 Laborer Group I</u>   | <u>6</u>                     | <u>4</u>     | <u>24</u>          |
|   | <u>Clarifier Test Conduct</u>              | <u>Crew: 1 Laborer Foreman, 5 Laborer Group I</u>   | <u>6</u>                     | <u>80</u>    | <u>480</u>         |
| <u>12</u>   | <u>Multimedia Filtration Test Training</u> | <u>Crew: 1 Laborer Foreman, 5 Laborer Group I</u>   | <u>6</u>                     | <u>4</u>     | <u>24</u>          |
|   | <u>Multimedia Filtration Test Conduct</u>  | <u>Crew: 1 Laborer Foreman, 5 Laborer Group I</u>   | <u>6</u>                     | <u>80</u>    | <u>480</u>         |
| <u>13</u>   | <u>Solids Dewatering Test Training</u>     | <u>Crew: 1 Laborer Foreman, 5 Laborer Group I</u>   | <u>6</u>                     | <u>4</u>     | <u>24</u>          |
|   | <u>Solids Dewatering Test Conduct</u>      | <u>Crew: 1 Laborer Foreman, 5 Laborer Group I</u>   | <u>6</u>                     | <u>80</u>    | <u>480</u>         |
| <u>14</u>   | <u>Backwash Waste Test Training</u>        | <u>Crew: 1 Laborer Foreman, 5 Laborer Group I</u>   | <u>6</u>                     | <u>4</u>     | <u>24</u>          |
|   | <u>Backwash Waste Test Conduct</u>         | <u>Crew: 1 Laborer Foreman, 5 Laborer Group I</u>   | <u>6</u>                     | <u>80</u>    | <u>480</u>         |
| <u>15</u>   | <u>Effluent Test Training</u>              | <u>Crew: 1 Laborer Foreman, 5 Laborer Group I</u>   | <u>6</u>                     | <u>4</u>     | <u>24</u>          |
|   | <u>Effluent Test Conduct</u>               | <u>Crew: 1 Laborer Foreman, 5 Laborer Group I</u>   | <u>6</u>                     | <u>80</u>    | <u>480</u>         |
| <u>16</u>   | <u>Building Services Test Training</u>     | <u>Crew: 1 Laborer Foreman, 5 Laborer Group I</u>   | <u>6</u>                     | <u>4</u>     | <u>24</u>          |
|   | <u>Building Services Test Conduct</u>      | <u>Crew: 1 Laborer Foreman, 5 Laborer Group I</u>   | <u>6</u>                     | <u>80</u>    | <u>480</u>         |
| <u>17</u>   | <u>Integrated System Test Training</u>     | <u>Journeyman Pipefitter</u>  | <u>2</u>                     | <u>8</u>     | <u>16</u>          |
|   | <u>Integrated System Test Training</u>     | <u>Journeyman Wireman</u>   | <u>4</u>                     | <u>8</u>     | <u>32</u>          |
|   | <u>Integrated System Test</u>              | <u>Journeyman Pipefitter</u>  | <u>2</u>                     | <u>80</u>    | <u>160</u>         |

|  |   |                           |          |           |              |
|--|---|---------------------------|----------|-----------|--------------|
|  | <u>Integrated System Test</u>                     | <u>Journeyman Wireman</u> | <u>4</u> | <u>80</u> | <u>320</u>   |
|  | <b><u>TOTALS</u></b>                              |                           |          |           | -            |
|  | <u>Journeyman Lineman</u>                         |                           |          |           | <u>856</u>   |
|  | <u>Journeyman Pipefitter</u>                      |                           |          |           | <u>176</u>   |
|  | <u>Crew: 1 Laborer Foreman, 5 Laborer Group I</u> |                           |          |           | <u>7,056</u> |
|  | <u>Totals Labor Hours</u>                         |                           |          |           | <u>8,088</u> |

**PART IV – REPRESENTATIONS AND INSTRUCTIONS**

**SECTION M**

**EVALUATION FACTORS FOR AWARD**

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**M.1 DOE-M-2001 Proposal Evaluation - General (OCT 2015) - Alternate II (OCT 2015)**

(a) Conduct of acquisition.

- (1) This acquisition will be conducted pursuant to the Federal Acquisition Regulation (FAR), Part 15, Contracting by Negotiation; Department of Energy Acquisition Regulation (DEAR), Part 915, Contracting by Negotiation; and the provisions of this solicitation.
- (2) DOE has established a Source Evaluation Board (SEB) to evaluate the proposals submitted by offerors in response to this solicitation. Proposal evaluation is an assessment of the proposal and the offeror's ability to perform the prospective contract successfully. Proposals will be evaluated solely on the factors specified in the solicitation by assessing the ~~relative~~-significant strengths, strengths, significant weaknesses, weaknesses, deficiencies, and ~~cost~~price and performance risks of each offeror's proposal against the evaluation factors in this Section M to determine the offeror's ability to perform the contract.
- (3) The designated source selection authority will select ~~an offeror~~ for contract award an offeror whose proposal represents the best value to the Government. The source selection authority's decision will be based on a comparative assessment of proposals against all evaluation factors in the solicitation. The source selection authority may reject all proposals received in response to this solicitation, if doing so is in the best interest of the Government.

(b) Deficiency in a proposal.

- (1) A deficiency, as defined at FAR 15.001, Definitions, is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. No award will be made to an offeror whose proposal is determined to be deficient.

~~(c) Deficient proposal-~~

~~No award will be made to an offeror whose proposal is determined to be deficient.~~

- (2) ~~(d)~~ A proposal will be eliminated from further consideration before complete evaluation if the proposal fails to conform to a material aspect of the solicitation. A proposal will be deemed unacceptable if it does not represent a reasonable initial 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. Cursory responses or responses which merely repeat or reformulate the Statement of Work will not be considered responsive to the requirements of the solicitation. In the event that a proposal is rejected, a notice will be sent to the offeror stating the reason(s) that the proposal will not be considered for further evaluation under this

solicitation.

(ec) Responsibility. In accordance with FAR Subpart 9.1, Responsible Prospective Contractors, and DEAR Subpart 909.1, Responsible Prospective Contractors, the Contracting Officer is required to make an affirmative determination of whether a prospective contractor is responsible. The Contracting Officer may, if necessary, conduct a preaward survey of the prospective contractor as part of the considerations in determining responsibility. In the absence of information clearly indicating that the otherwise successful offeror is responsible, the Contracting Officer shall make a determination of nonresponsibility and no award will be made to that offeror; unless, the apparent successful offeror is a small business and the Small Business Administration issues a Certificate of Competency in accordance with FAR Part 19.6, Certificates of Competency and Determinations of Responsibility.

(fd) Award without discussions. In accordance with paragraph (f)(4) of the provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition, the Government intends to evaluate proposals and award a contract without conducting discussions with offerors. Therefore, the offeror's initial proposal shall contain the offeror's best terms from a price and technical standpoint. The Government, however, reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary and may limit the competitive range for purposes of efficiency.

(ge) Organizational conflicts of interest. The offeror is required by the Section K provision entitled *Organizational Conflicts of Interest Disclosure*, to provide a statement of any past, present, or currently planned interests related to the performance of the work and a statement that an actual or potential conflict of interest or unfair competitive advantage does or does not exist in connection with the instant contract. No award will be made to the apparent successful offeror, if the Contracting Officer determines that a conflict of interest exists that cannot be avoided, neutralized, or mitigated.

## M.2 DOE-M-2002 Evaluation Factor – Technical Approach (OCT 2015)

(a) DOE will evaluate the comprehensiveness and feasibility of the offeror's general work execution approach for the construction of the OF200 MTF. ~~Key areas of DOE's evaluation will include in~~ the following areas:

- Project management/mobilization
- Procurement
- Excavation/Shoring Approach and site work, with particular emphasis on
- ~~Hoisting and Rigging Approach~~
  - Excavation/shoring approach
  - Water Control Approach/control approach

~~• Intake Diversion and Effluent Discharge Structures~~

- Waste ~~Management Planning~~ management planning and Disposition
- Radiological ~~Protection Approach~~ protection approach

~~(b)~~ DOE will evaluate the offeror's technical approach for executing each CLIN:

- Facility construction, with particular emphasis on
  - Hoisting and rigging approach
  - Construction of the intake diversion and effluent discharge structures
- System Acceptance Testing
- Finishing and demobilization

~~(e)~~(b) DOE will evaluate the offeror's approach for establishing and maintaining a Worker Safety and Health Program (WSHP) and an Integrated Safety Management System (ISMS).

~~(d)~~(c) DOE will evaluate the offeror's approach to implementing and executing a quality assurance program and its approach to quality control.

~~(e)~~(d) DOE will evaluate the offeror's proposed project schedule to complete construction of the Outfall 200 Mercury Treatment Facility. The schedule will be evaluated with respect to its ~~feasibility~~ achievability, comprehensiveness, ~~efficiency and effectiveness~~, including the extent that it identifies ~~potential~~ key interface points and associated risks and the offeror's approach to overcome or mitigate them.

~~(f)~~(e) DOE will evaluate the degree to which the offeror's proposed organizational structure will effectively contribute to the successful management and execution of the work in accordance with its proposed technical approach.

~~(g)~~(f) DOE will evaluate the offeror's approach to meet the requirement to subcontract at least 40%, but no more than 70% of the Total Contract Value in a timely and effective manner. In addition, DOE will evaluate the offeror's process to identify meaningful work scope (as defined in Section H clause, Subcontracted Work) that can be performed by small business subcontractors. DOE will evaluate the offeror's subcontracting approach, including its decision process regarding use of subcontractors, and approach for managing subcontractors.

~~(h)~~(g) DOE will evaluate the offeror's proposed ~~labor mix~~ staffing level and utilization of heavy construction equipment during the performance of the contract to successfully execute the Statement of Work.

### **M.3 DOE-M-2003 Evaluation Factor – Key Personnel (OCT 2015)**

~~(a)~~ The DOE will evaluate the offeror's proposed personnel to occupy the key personnel positions of Project Manager, and Construction Manager, ~~Site Safety Officer, and Quality Manager.~~

(a) . The individuals proposed as key personnel will be evaluated on the degree to which they are qualified and suitable for the proposed position in relation to the work for which they are proposed to perform. The individuals will be evaluated on ~~their~~:

(1) Their education, training, certifications, licenses, and demonstrated experience in performing work similar to that described in the SOW and commensurate with the proposed position.

(2) ~~The key personnel will also be evaluated on their~~ Their relevant performance of past work, including leadership and other accomplishments, as demonstrated through the résumé information and reference checks. DOE may contact references of key personnel and previous employers to verify the accuracy of the information contained in the résumé and to further assess the qualifications and suitability of proposed key personnel. DOE may also consider information received from other sources in its evaluation of key personnel.

(3) Oral Interview – Project Manager. Along with consideration of the offeror's written submission, the DOE will also conduct an oral interview of the Project Manager as part of its evaluation of the individual's qualifications and suitability for the proposed position. The evaluation of the Project Manager's interview will consider the individual's understanding of the work scope/mission, including challenges and problems associated with his/her position; ability to offer effective solutions to problems; ability to effectively communicate; and leadership.

(b) Failure of the offeror to propose the ~~four~~two designated key personnel positions, or failure to provide a letter of commitment for each key ~~personnel~~person, may adversely affect the Government's evaluation of the proposal and may make the proposal ineligible for award.

### ~~M.4 DOE-M-2007 Evaluation Factor – Experience (OCT 2015)~~

~~(a) Offeror experience. The offeror will be evaluated on its recent and relevant experience performing work similar in scope, size, and complexity to the requirements of the SOW. Similar scope, size, and complexity are defined as follows: scope—type of work (e.g., work as identified in the SOW); size—dollar value (including total value and approximate average annual value) and contract period of performance; and complexity—performance challenges (e.g., working with Federal, State, and other regulatory bodies and stakeholder groups, rigorous safety and quality requirements, deep excavations in karst geology, installation of drilled concrete piers in karst geology, and field erection of water storage tanks in congested footprints).~~

- ~~DOE will evaluate relevant experience information for contracts that are currently being performed and/or for contracts that were completed within the last five years from the original solicitation issuance date.~~
- ~~(b) Major Subcontractor experience. The offeror's proposed major subcontractor(s), as defined in Section L.13(a), will be evaluated on their recent and relevant experience, in performing work similar in scope, size, and complexity to that proposed to be performed by that major subcontractor.~~
- ~~(c) Newly formed entity and predecessor companies. If the offeror is a newly formed entity with no relevant experience, the evaluation of relevant experience will be based on the experience of its parent organization(s) or, if applicable, the member organizations composing the Contractor Team Arrangement. Relevant experience resulting from mergers and acquisitions and/or predecessor companies may also be considered.~~
- ~~(d) Work to be performed. The Government will evaluate the offeror's discussion of the relevancy of the experience provided to the proposed acquisition and to the work that is proposed to be performed by each individual entity. Specific cross references shall be made between the applicable sections of the SOW, the work to be performed by each entity, and the experience of the entity performing the work. DOE will evaluate the offeror (including all members of a Contractor Team Arrangement), in accordance with the work each is proposed to perform and the entire SOW, as the offeror will be responsible for performance of the entire SOW. Major subcontractors will be evaluated in relation to the work they are proposed to perform.~~

~~Work Performance Matrix. Failure of the offeror to provide consistency between the completed Attachment L-2, *Past Performance and Experience Reference Information Forms*, and the completed Attachment L-7, *Work Performance Matrix*, may adversely affect the Government's evaluation of the proposal.~~

#### **M.4 RESERVED**

#### **M.5 DOE-M-2008 Evaluation Factor – Past Performance (OCT 2015)**

- (a) Offeror past performance. The offeror will be evaluated on the recency, relevancy, and favorability of the past performance obtained for the offeror performing work similar in scope, size, and complexity to the requirements of the SOW, to assess the offeror's potential success in performing the work required by the contract. Similar scope, size, and complexity are defined as follows: scope – type of work (e.g., work as identified in the SOW); size – dollar value (including total value and approximate average annual value) and contract period of performance; and complexity – performance challenges (e.g., working with Federal, State, and other regulatory bodies and stakeholder groups, rigorous safety and quality requirements, deep excavations in karst geology, installation of drilled concrete piers in karst geology,

- and field erection of water storage tanks in congested footprints). The recency and relevancy of the information, source of the information, context of the data, and general trends in contractor performance will be considered in the evaluation. DOE will evaluate past performance information for contracts that are currently being performed and/or for contracts that were completed within the last five years from the original solicitation issuance date. The higher the degree of relevance of the work described to the SOW, the greater the consideration that may be given. Additionally, more recent relevant past performance information may also be given greater consideration. All members of ~~an offeror's~~ Contractor Team Arrangement, on a past performance contract, will be evaluated the same as its partner(s) (therefore the Government will not apportion past performance differently amongst the partners), as each entity is considered to be responsible for overall performance of the on-going or prior contract. All partner companies on previously performed contracts will be equally credited (positively and/or negatively).
- (b) Major Subcontractor past performance. The offeror's proposed major subcontractor, as defined in Section L.13(a), will be evaluated on the recency, relevancy, and favorability of the past performance information obtained for the major subcontract performing work similar in scope, size, and complexity to that proposed to be performed by that major subcontractor.
- (c) Newly formed entity and predecessor companies. If the offeror is a newly formed entity with no record of relevant past performance, the evaluation of past performance will be based on the past performance of its parent organization(s) or, if applicable, the member organizations composing the Contractor Team Arrangement. ~~Past performance information resulting from mergers and acquisitions and/or predecessor companies may also be considered.~~
- Past performance information resulting from mergers and acquisitions and/or predecessor companies may also be considered, whether or not the offeror is a newly formed entity. Additionally, past performance information of a parent or affiliated company may be considered provided the offeror's proposal demonstrates that the resources of the parent or affiliated company will be provided or relied upon in order to affect the performance of the offeror.
- (d) Work Performance Matrix. ~~Work Performance Matrix.~~ Failure of the offeror to provide consistency between the completed Attachment L-3-2, *Past Performance and Experience Reference Information Forms*, and the completed Attachment L-7, *Work Performance Matrix*, may adversely affect the Government's evaluation of the proposal. DOE will evaluate the offeror (including all members of a Contractor Team Arrangement), in accordance with the work each is proposed to perform and the entire SOW, as the offeror will be responsible for performance of the entire SOW. Major subcontractors will be evaluated in relation to the work they are proposed to perform.
- (e) No record of past performance. If the offeror (including all members of a Contractor

- Team Arrangement) or major subcontractor(s) do not have a record of relevant past performance or if information is not available, the offeror (including all members of a Contractor Team Arrangement) or major subcontractor(s) will be evaluated neither favorably nor unfavorably.
- (f) Sources of past performance information/close at hand information. The Government will consider past performance information provided by the offeror. The Government may contact any or all of the references provided by the offeror and will consider such information obtained in its evaluation. The Government may also consider past performance information from sources other than those provided by the offeror, such as commercial and government clients, government records, regulatory agencies, and government databases such as the Government's Past Performance Retrieval System (PPIRS), and may also consider close at hand information. The Government will only evaluate past performance information for work it considers at least somewhat relevant to the acquisition in terms of similar in scope, size, and complexity, as defined above in paragraph (a), and within the timeframe specified above in paragraph (a).
- (g) Performance information. The Government will evaluate any challenges and problems encountered during performance of the provided reference contracts, the actions taken to address those matters, and the effect actions had on the performance of the contract. In addition, any recognized accomplishments received on the reference contracts will be considered. The Government will also evaluate the safety statistics (OSHA Days Away, Restricted or Transferred (DART) and Total Recordable Case (TRC)) and DOE enforcement actions and/or worker safety and health, nuclear safety, and/or classified information security incidents or notifications posted to the DOE Office of Enterprise Assessments (EA) website (<https://energy.gov/ea/information-center/enforcement-infocenter>) and corrective actions taken to resolve those problems.
- (h) Terminated contracts. Contracts of the offeror (including all members of a Contractor Team Arrangement) and major subcontractors that were terminated, including the reasons therefore, over the preceding five years from the original solicitation issuance date will be considered in the evaluation. The Government will only evaluate past performance information on terminated contracts determined to be at least somewhat relevant to the acquisition in terms of similar in scope, size, and complexity, as defined above in paragraph (a).
- (i) List of DOE contracts. The Government will consider the information provided per Attachment L-6, *List of DOE Contracts*, of all DOE prime contracts (including NNSA) currently being performed and/or for contracts that were completed within the last five years from the original solicitation issuance date. The Government will only evaluate past performance information on work similar in scope, size, and complexity, as defined above in paragraph (a).

## M.6 Evaluation Factor – Price

- (a) The offeror’s price proposal will not be point scored or adjectivally rated, but will be evaluated in accordance with FAR 15.404-1 to determine whether the prices are reasonable ~~and realistic~~.
- (b) The price evaluation will ~~be based upon~~ consider the proposed prices by CLIN and the offeror’s “total evaluated price<sup>2</sup>”, which will be calculated as the arithmetic sum of the offeror’s Firm-Fixed-Price for all CLINs and SubCLINs listed in Section B.1 CLIN Pricing Table.
- (c) The Government may determine an offer is unacceptable if offered prices are unreasonable, ~~unrealistic~~, significantly unbalanced, or if the price proposal is incomplete.
- (d) The Government does not intend to conduct a realism analysis of the offeror’s proposed price; however, the Government reserves the right to conduct a realism analysis of the offeror’s proposed price utilizing the techniques consistent with FAR 15.404-1. If the Government determines it is necessary to conduct such an analysis, the analysis may be utilized to determine whether the offeror can realistically perform its technical solution at the fixed price proposed in order to assess the risk inherent in its proposed approach; whether the proposed price is so low that it reflects a lack of understanding of the requirements; and/or whether the offeror’s proposed price is so low that it creates a risk that the firm cannot perform its proposed technical solution at the price offered.
- ~~(d)~~(e) DOE will compare the total evaluated price to both the total anticipated contract funding and the anticipated funding by Government Fiscal Year. Because funding is subject to change based on actual appropriations and actual award date of the contract, DOE may make an award to an offeror whose total evaluated price differs from the anticipated funding profile provided in Section L. However, an evaluated price that significantly exceeds the funding profile as set forth in Section L, either by Government Fiscal Year or total contract basis, may be considered unacceptable for award.
- ~~(e)~~(f) Proposal information contained in Volume III - Price Proposal may be considered as part of the evaluation of Volume II - Technical and Management Proposal in order for the DOE to verify work proposed to be performed by major subcontractors and to verify compliance with Section H clause *Subcontracted Work* and Section I clause FAR 52.236-1 *Performance of Work by the Contractor*. Any proposal where the

offeror performs less than 30% or greater than 60% of the Total Contract Price may be considered unacceptable for award.

#### **M.7 DOE-M-2011 Relative Importance of Evaluation Factors (OCT 2015)**

- (a) The relative importance of the evaluation factors for the Technical and Management Proposal are as follows:

~~Factor (1:)~~ Technical Approach

~~Factor (2:)~~ Key Personnel

~~Factor (3: Experience)~~

~~Factor 4:)~~ Past Performance

Technical Approach is significantly more important than ~~all other factors.~~ Key Personnel ~~and Experience are equal in importance, and are each.~~ Key Personnel is more important than Past Performance. Past Performance is the least important factor.

Each evaluation factor applicable to this solicitation is identified and described in this and other provisions of this Section M. The descriptive elements of each evaluation factor will be considered collectively in arriving at the evaluated rating of the offeror's proposal for that evaluation factor. Areas within an evaluation factor are not sub-factors and will not be individually rated, but will be considered in the overall evaluation for that particular evaluation factor.

- (b) The evaluation factors for the Technical and Management Proposal, when combined, are significantly more important than the total evaluated price.

#### **M.8 DOE-M-2012 Basis for Award (OCT 2015) (Revised)**

The Government intends to award one contract to the responsible offeror whose proposal is determined to be the best value to the Government; however, as stated in M.1(a)(3), the Government reserves the right to make no award, if considered to be in the Government's best interest to do so. Selection of the best value to the Government will be achieved through a process of evaluating each offeror's proposal against the evaluation factors described above. The evaluation factors for the Technical and Management Proposal will be adjectivally rated. The Price evaluation factor will not be rated, however the evaluated price will be used in determining the "best value" to the Government. The Government is more concerned with obtaining a superior Technical and Management proposal than making an award at the lowest evaluated price. Thus, in determining the best value to the Government, the Technical and Management Proposal evaluation factors, when combined, are significantly more important than the evaluated price. However, the Government will not make an award at a price premium it considers disproportionate to

the benefits associated with the evaluated superiority of one offeror's Technical and Management Proposal over another. Thus, to the extent that offerors' Technical and Management Proposals are evaluated as close or similar in merit, the evaluated price is more likely to be a determining factor in selection for award.