Part I – The Schedule

Section B
Supplies or Services and Prices/Costs
HANFORD OCCUPATIONAL MEDICAL SERVICES CONTRACT
SOLICITATION NO. 89303318REM000011

SECTION B

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B.1 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 forth in this Contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Performance Work Statement (PWS).

B.2 Type of Contract

This is a performance-based Contract that includes Firm-Fixed-Price (FFP) Contract Transition, FFP Occupational Medical Services, Cost Reimbursement (CR) Occupational Medical Support Services, and Indefinite Delivery/Indefinite Quantity (IDIQ) Contract Line Item Numbers (CLIN).

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

<table>
<thead>
<tr>
<th>CLIN</th>
<th>CLIN Title</th>
<th>Contract Type</th>
<th>PWS Section(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>FFP Contract Transition (90 days included in the 36 month Base Period of Performance)</td>
<td>FFP</td>
<td>Section C.3.1</td>
</tr>
<tr>
<td>0002</td>
<td>FFP Occupational Medical Services</td>
<td>FFP</td>
<td>Section C.3.2</td>
</tr>
<tr>
<td>0003</td>
<td>CR Occupational Medical Support Services</td>
<td>CR</td>
<td>Section C.3.3</td>
</tr>
<tr>
<td>0004</td>
<td>IDIQ</td>
<td>IDIQ</td>
<td>Section C.3.4</td>
</tr>
<tr>
<td>1002</td>
<td>FFP Occupational Medical Services</td>
<td>FFP</td>
<td>Section C.3.2</td>
</tr>
<tr>
<td>1003</td>
<td>CR Occupational Medical Support Services</td>
<td>CR</td>
<td>Section C.3.3</td>
</tr>
<tr>
<td>1004</td>
<td>IDIQ</td>
<td>IDIQ</td>
<td>Section C.3.4</td>
</tr>
<tr>
<td>2002</td>
<td>FFP Occupational Medical Services</td>
<td>FFP</td>
<td>Section C.3.2</td>
</tr>
<tr>
<td>2003</td>
<td>CR Occupational Medical Support Services</td>
<td>CR</td>
<td>Section C.3.3</td>
</tr>
<tr>
<td>2004</td>
<td>IDIQ</td>
<td>IDIQ</td>
<td>Section C.3.4</td>
</tr>
</tbody>
</table>

(b) CLIN Types:

1. FFP CLIN 0001.

   CLIN 0001 – Contract Transition: The Contract Transition Period is anticipated to be a period beginning with issuance of the Notice to Proceed (NTP). The Transition Period is as defined in
Section F clause DOE-F-2003 entitled, *Period of Performance-AlternateAlt. 1 and AlternateAlt. II (Oct 2014).* Work performed under Contract Transition shall be on a FFP basis.

(2) FFP CLINs 0002, 1002, 2002.

CLINs 0002, 1002, 2002 – FFP Occupational Medical Services: These CLINs cover the work scope defined in Section C.3.2 and shall be performed on a FFP basis.


CLINs 0003, 1003, 2003 – CR Occupational Medical Support Services: These CLINs cover the work scope defined in Section C.3.3 and shall be performed on a CR basis. Costs are reimbursed on the basis of actual allowable costs billed to the Contract.

(4) IDIQ CLINs 0004, 1004, 2004 – These CLINs cover work scope defined in Section C entitled, *Indefinite Delivery/Indefinite Quantity* and may be performed on an FFP, CR, Time-and-Material (T&M) or other contract type basis, as appropriate.

(A) Under the IDIQ CLINs, the Government may issue FFP, CR or T&M task orders, or other contract types as appropriate, depending on the nature of the requirement, for the delivery of work that the U.S. Department of Energy (DOE) Contracting Officer (CO) determines to be in the best interest of the Government. Payment for the services ordered and delivered shall be made in accordance with the applicable contract clauses addressing payment, changes, inspection, etc. as included in each individual task order. The minimum and maximum quantities to be ordered are addressed in Section I clause, FAR 52.216-19 entitled, *Order Limitations.*

(B) Any work under the IDIQ CLIN will be ordered by the issuance of individually negotiated Task Orders, which will contain specific terms and conditions applicable to the given task order. As the Government may require, the Contractor shall provide the specified services up to the maximum quantity *identified above,* on a schedule to be specified by the Government in accordance with the Contract clause at Section I, FAR 52.216-19 entitled, *Order Limitations.*

(C) For budget planning purposes, the Government has provided an estimated maximum quantity of services for the IDIQ CLIN as seen below in paragraph (c). However, the Government reserves the right to adjust the estimated maximum quantity associated with the IDIQ CLIN, as long as the total cumulative amount does not exceed the stated contractual maximum quantity in Section I clause, FAR 52.216-19 entitled, *Order Limitations* paragraph (A) above.

(c) Total Estimated Contract Cost or Price for each CLIN:

This section establishes the estimated Contract Cost or Price for each CLIN (Table B-2).

<table>
<thead>
<tr>
<th>CLIN</th>
<th>CLIN Description</th>
<th>Estimated Cost/Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>FFP Contract Transition</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>0002</td>
<td>FFP Occupational Medical Services</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>0003</td>
<td>CR Occupational Medical Support Services</td>
<td>$14,893,486</td>
</tr>
</tbody>
</table>
Table B-2. Estimated Contract Cost or Price by CLIN

<table>
<thead>
<tr>
<th>CLIN</th>
<th>CLIN Description</th>
<th>Estimated Cost/Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>0004</td>
<td>IDIQ</td>
<td>$8,000,000</td>
</tr>
<tr>
<td></td>
<td><strong>Total Base Period</strong></td>
<td><strong>[Proposed]</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CLIN</th>
<th>CLIN Description</th>
<th>Estimated Cost/Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1002</td>
<td>FFP Occupational Medical Services</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>1003</td>
<td>CR Occupational Medical Support Services</td>
<td>$11,127,121</td>
</tr>
<tr>
<td>1004</td>
<td>IDIQ</td>
<td>$6,000,000</td>
</tr>
<tr>
<td></td>
<td><strong>Total Option Period 1</strong></td>
<td><strong>[Proposed]</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CLIN</th>
<th>CLIN Description</th>
<th>Estimated Cost/Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2002</td>
<td>FFP Occupational Medical Services</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>2003</td>
<td>CR Occupational Medical Support Services</td>
<td>$11,469,617</td>
</tr>
<tr>
<td>2004</td>
<td>IDIQ</td>
<td>$6,000,000</td>
</tr>
<tr>
<td></td>
<td><strong>Total Option Period 2</strong></td>
<td><strong>[Proposed]</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CLIN</th>
<th>CLIN Description</th>
<th>Estimated Cost/Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Total Contract Value</strong></td>
<td><strong>[Proposed]</strong></td>
</tr>
</tbody>
</table>

**CLIN** = Contract Line Item Number  
**CR** = Cost Reimbursement  
**FFP** = Firm-Fixed-Price  
**IDIQ** = Indefinite Delivery/Indefinite Quantity  
**PWS** = Performance Work Statement

(d) Total Estimated Contract Cost or Price for each CLIN by fiscal year:

This section establishes the estimated Contract Cost or Price, where applicable, for each CLIN by Period of Performance (Table B-3).

**B.3 Base Period of Performance – CLIN 0001 – Firm-Fixed-Price Contract Transition**

<table>
<thead>
<tr>
<th>Performance Period</th>
<th>Unit Price Per Month</th>
<th>Total FFP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Transition (90 days)</td>
<td>$</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td><strong>Total FFP</strong></td>
<td>$</td>
<td>$[Proposed]</td>
</tr>
</tbody>
</table>

**CLIN** = Contract Line Item Number  
**FFP** = Firm-Fixed-Price

**B.4 Base Period of Performance – CLIN 0002 – Firm-Fixed-Price Occupational Medical Services**

The Base Period of Performance for the work described in Section C entitled, *Firm-Fixed-Price Occupational Medical Services*, is 33 months as follows (Table B-4):
Table B-4. CLIN 0002

<table>
<thead>
<tr>
<th>Performance Period</th>
<th>Unit Price Per Month</th>
<th>Quantity</th>
<th>Total FFP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year One</td>
<td>$</td>
<td>9 months</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Year Two</td>
<td>$</td>
<td>12 months</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Year Three</td>
<td>$</td>
<td>12 months</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Total FFP</td>
<td></td>
<td></td>
<td>$[Proposed]</td>
</tr>
</tbody>
</table>

CLIN = Contract Line Item Number  
FFP = Firm-Fixed-Price

B.5 Base Period of Performance – CLIN 0003 – Cost Reimbursement Occupational Medical Support Services

The total estimated cost for the work described in Section C, entitled, Cost Reimbursement Occupational Medical Support Services, is 33 months as follows (Table B-5):

Table B-5. CLIN 0003

<table>
<thead>
<tr>
<th>Performance Period</th>
<th>Total Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year One (9 months)</td>
<td>$4,301,888</td>
</tr>
<tr>
<td>Year Two</td>
<td>$5,210,573</td>
</tr>
<tr>
<td>Year Three</td>
<td>$5,381,025</td>
</tr>
<tr>
<td>Total Estimated Cost</td>
<td>$14,893,486</td>
</tr>
</tbody>
</table>

CLIN = Contract Line Item Number

B.6 Base Period of Performance – CLIN 0004 – IDIQ

The Government may issue Task Orders, for the delivery of work described in Section C, entitled, Indefinite Delivery/Indefinite Quantity, at the following fully burdened labor rates (Table B-6):

Table B-6. CLIN 0004

<table>
<thead>
<tr>
<th>CLIN 0004</th>
<th>Base Period - Year One</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position*</td>
<td>Estimated Quantity DPLH</td>
</tr>
<tr>
<td>Physician</td>
<td>1,000</td>
</tr>
<tr>
<td>Physician Assistant</td>
<td>1,000</td>
</tr>
<tr>
<td>Psychologist</td>
<td>1,000</td>
</tr>
<tr>
<td>Nurse</td>
<td>1,000</td>
</tr>
<tr>
<td>Nurse Practitioner</td>
<td>1,000</td>
</tr>
<tr>
<td>Case Manager</td>
<td>1,000</td>
</tr>
<tr>
<td>Position</td>
<td>Estimated Quantity DPLH</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>-------------------------</td>
</tr>
<tr>
<td>Physician</td>
<td>1,000</td>
</tr>
<tr>
<td>Physician Assistant</td>
<td>1,000</td>
</tr>
<tr>
<td>Psychologist</td>
<td>1,000</td>
</tr>
<tr>
<td>Nurse</td>
<td>1,000</td>
</tr>
<tr>
<td>Nurse Practitioner</td>
<td>1,000</td>
</tr>
<tr>
<td>Case Manager</td>
<td>1,000</td>
</tr>
<tr>
<td>Epidemiologist</td>
<td>1,000</td>
</tr>
<tr>
<td>Certified Medical Assistant</td>
<td>1,000</td>
</tr>
<tr>
<td>Certified Industrial Hygienist</td>
<td>1,000</td>
</tr>
<tr>
<td>Registered X-Ray Technician</td>
<td>1,000</td>
</tr>
<tr>
<td>Phlebotomist</td>
<td>1,000</td>
</tr>
<tr>
<td>Receptionist</td>
<td>1,000</td>
</tr>
<tr>
<td>Clinic Director</td>
<td>1,000</td>
</tr>
<tr>
<td>Substance Abuse/Medical Review Officer</td>
<td>1,000</td>
</tr>
<tr>
<td>Risk Communicator</td>
<td>1,000</td>
</tr>
<tr>
<td>Health Education Specialist</td>
<td>1,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Position</th>
<th>Estimated Quantity DPLH</th>
<th>Fully Burdened DPLH Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physician</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Physician Assistant</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Psychologist</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Nurse</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Nurse Practitioner</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Case Manager</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Epidemiologist</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Certified Medical Assistant</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Certified Industrial Hygienist</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Registered X-Ray Technician</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Phlebotomist</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Receptionist</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Clinic Director</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Substance Abuse/Medical Review Officer</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Risk Communicator</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Health Education Specialist</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
</tbody>
</table>
**Table B-6. CLIN 0004**

<table>
<thead>
<tr>
<th>Position</th>
<th>Unit Price Per Month</th>
<th>Quantity</th>
<th>Total FFP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certified Medical Assistant</td>
<td>$[Proposed]</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Certified Industrial Hygienist</td>
<td>$[Proposed]</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Registered X-Ray Technician</td>
<td>$[Proposed]</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Phlebotomist</td>
<td>$[Proposed]</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Receptionist</td>
<td>$[Proposed]</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Clinic Director</td>
<td>$[Proposed]</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Substance Abuse/Medical Review Officer</td>
<td>$[Proposed]</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Risk Communicator</td>
<td>$[Proposed]</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Health Education Specialist</td>
<td>$[Proposed]</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
</tbody>
</table>

*Qualifications for the above-listed positions are defined in the H clause entitled, *Qualifications of Medical Personnel – Non-Key Personnel.*

CLIN = Contract Line Item Number    DPLH = Direct Productive Labor Hours

### B.7 Option Period One – CLIN 1002 – Firm-Fixed-Price Occupational Medical Services

If exercised, Option 1 Period of Performance for the work described in Section C entitled, *Firm-Fixed-Price Occupational Medical Services*, is 24 months as follows (Table B-7):

**Table B-7. CLIN 1002**

<table>
<thead>
<tr>
<th>Performance Period</th>
<th>Unit Price Per Month</th>
<th>Quantity</th>
<th>Total FFP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year Four</td>
<td>$</td>
<td>12 months</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Year Five</td>
<td>$</td>
<td>12 months</td>
<td>$[Proposed]</td>
</tr>
</tbody>
</table>

Total FFP: $[Proposed]

CLIN = Contract Line Item Number    FFP = Firm-Fixed-Price

### B.8 Option Period One – CLIN 1003 – Cost Reimbursement Occupational Medical Support Services

If exercised, Option 1 Period of Performance estimated cost for the work described in Section C entitled, *Cost Reimbursement Occupational Medical Support Services*, is 24 months as follows (Table B-8):

**Table B-8. CLIN 1003**

<table>
<thead>
<tr>
<th>Performance Period</th>
<th>Total Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year Four</td>
<td>$5,530,730</td>
</tr>
<tr>
<td>Year Five</td>
<td>$5,596,391</td>
</tr>
</tbody>
</table>

Total Estimated Cost: $11,127,121

CLIN = Contract Line Item Number
B.9 Option Period One – CLIN 1004 – IDIQ

The Government may issue Task Orders for the delivery of work described in Section C entitled, Indefinite Delivery/Indefinite Quantity, at the following fully burdened labor rates (Table B-9):

<table>
<thead>
<tr>
<th>Position*</th>
<th>Estimated Quantity</th>
<th>Fully Burdened DPLH Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physician</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Physician Assistant</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Psychologist</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Nurse</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Nurse Practitioner</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Case Manager</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Epidemiologist</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Certified Medical Assistant</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Certified Industrial Hygienist</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Registered X-Ray Technician</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Phlebotomist</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Receptionist</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Clinic Director</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Substance Abuse/Medical Review Officer</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Risk Communicator</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Health Education Specialist</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
</tbody>
</table>

* Qualifications for the above-listed positions are defined in the H clause, Qualifications of Medical Personnel – Non-Key Personnel.

CLIN = Contract Line Item Number  DPLH = Direct Productive Labor Hours

B.10 Option Period Two – CLIN 2002 – Firm-Fixed-Price Occupational Medical Services

If exercised, Option 2 Period of Performance for the work described in Section C entitled, Firm-Fixed-Price Occupational Medical Services, is 24 months as follows (Table B-10):
B.10 CLIN 2002

<table>
<thead>
<tr>
<th>Performance Period</th>
<th>Unit Price Per Month</th>
<th>Quantity</th>
<th>Total Firm-Fixed-Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year Six</td>
<td>$</td>
<td>12 months</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Year Seven</td>
<td>$</td>
<td>12 months</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Total FFP</td>
<td></td>
<td></td>
<td>$[Proposed]</td>
</tr>
</tbody>
</table>

CLIN = Contract Line Item Number

Table B-10. CLIN 2002

B.11 Option Period Two – CLIN 2003 – Cost Reimbursement Occupational Medical Support Services

If exercised, Option 2 Period of Performance estimated cost for the work described in Section C entitled, *Cost Reimbursement Occupational Medical Support Services*, is 24 months as follows (Table B-11):

<table>
<thead>
<tr>
<th>Performance Period</th>
<th>Total Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year Six</td>
<td>$5,685,289</td>
</tr>
<tr>
<td>Year Seven</td>
<td>$5,784,328</td>
</tr>
<tr>
<td>Total Estimated Cost</td>
<td>$11,469,617</td>
</tr>
</tbody>
</table>

Table B-11. CLIN 2003

B.12 Option Period Two – CLIN 2004 – IDIQ

The Government may issue Task Orders, for the delivery of work described in Section C entitled, *Indefinite Delivery/Indefinite Quantity*, at the following fully burdened labor rates (Table B-12):

<table>
<thead>
<tr>
<th>Position*</th>
<th>Estimated Quantity DPLH</th>
<th>Fully Burdened DPLH Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physician</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Physician Assistant</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Psychologist</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Nurse</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Nurse Practitioner</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Case Manager</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Epidemiologist</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Certified Medical Assistant</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Certified Industrial Hygienist</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Registered X-Ray Technician</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Phlebotomist</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Receptionist</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Clinic Director</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Substance Abuse/Medical Review Officer</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
</tbody>
</table>

Table B-12. CLIN 2004
### Table B-12. CLIN 2004

<table>
<thead>
<tr>
<th>Position*</th>
<th>Estimated Quantity</th>
<th>Fully Burdened DPLH Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physician</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Physician Assistant</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Psychologist</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Nurse</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Nurse Practitioner</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Case Manager</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Epidemiologist</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Certified Medical Assistant</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Certified Industrial Hygienist</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Registered X-Ray Technician</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Phlebotomist</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Receptionist</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Clinic Director</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Substance Abuse/Medical Review Officer</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Risk Communicator</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
<tr>
<td>Health Education Specialist</td>
<td>1,000</td>
<td>$[Proposed]</td>
</tr>
</tbody>
</table>

* Qualifications for the above-listed positions are defined in the H clause, Qualifications of Medical Personnel – Non-Key Personnel.

**CLIN** = Contract Line Item Number  
**DPLH** = Direct Productive Labor Hours

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

(2) Total Contract Value is defined as the sum of the Total Base Period including Transition, Total Option Period 1, and Total Option Period 2 Estimated Cost and Price (IDIQ CLINs maximum value is broken out and included in each Period of Performance’s value).

### B.13 DOE-B-2013 Obligation of Funds (Oct 2014) (Revised)

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

(a) Pursuant to Section B clause entitled, Limitation of Government’s Obligation, the total amount of incremental funding allotted is [STBD] for CLIN 0001, FFP Contract Transition.

(b) Pursuant to Section B clause entitled, Limitation of Government’s Obligation, the total amount of incremental funding allotted is [STBD] for CLINs 0002, 1002, and 2002, FFP Occupational Medical Services.
(c) Pursuant to Section I clause FAR 52.232-22 entitled, Limitation of Funds, the total amount of incremental funding allotted is [STBD] for CLIN [TBD] CLINs 0003, 1003, and 2003, CR Occupational Medical Support Services (CLINS 0003, 1003 and 2003).

(bd) The total amount of incremental funding allotted for the potential IDIQ (CLINS 0004, 1004, and 2004) is not known until the IDIQ Task Orders are issued. Each IDIQ Task Order will be either fully funded or incrementally funded within the Task Order itself.

B.14 DOE-H-2074 Limitation of Government's Obligation-Separate Incremental Funding of Contract's Fixed-Price for CLIN 0001 and Fixed-Price for CLIN 0002; and Separate Full Funding of the Fixed Priced of Portion of the Work for Which Funds have been Allotted (Oct 2014)

(a) This Contract’s CLIN 0001, CLIN 0002, CLIN 1002, and CLIN 2002 contain have traditional FAR fixed-prices and contract terms and conditions, with the exceptions that CLIN 0001, CLIN 0002, CLIN 1002, and CLIN 2002 all may be incrementally funded; and if a CLIN is incrementally funded, in the event of termination before it is fully funded, the Government’s maximum liability for the CLIN will be the lower of the amount of funds allotted to the CLIN or the amount payable to the Contractor per the Termination for Convenience (Fixed-Price) clause of this Contract. For each CLIN there is:

(1) A fixed-price for the action;

(2) A fixed amount of work that corresponds to the fixed-price;

(3) A planned funding schedule that corresponds to the fixed-price and the fixed amount of work;

(4) No Government obligation to the Contractor until the Government allots funds to the Contract for the action;

(5) If the Government allots funds, a maximum Government obligation, including any termination obligations, to the Contractor equal to the allotted funds; and

(6) An obligation that the Government will pay the Contractor for the work the Contractor performs for which funds were allotted based on the price of the work performed, not the costs the Contractor actually incurs.

(b) For each CLIN:

(1) The Government’s maximum obligation, including any termination obligations and obligations under change orders, equitable adjustments, or unilateral or bilateral contract modifications, at any time is always less than or equal to the total amount of funds allotted by the Government to the contract for the CLIN;

(2) The Contractor explicitly agrees it reflected (that is, included or could have included an additional amount) in its offered price and in the subsequent negotiated fixed-price for each of the fixed-price CLINs included in this contract:

   (i) The added complexity, challenges, and risks (including all risks, costs or otherwise, associated with termination as articulated in this clause) to which the Contractor is subject due to the incremental funding arrangement established in this clause; and

   (ii) The specific risk that in the event of termination of an incrementally funded CLIN before the CLIN is fully funded, the Contractor could receive less than the Termination for Convenience
(Fixed-Price) clause of this contract would allow, that is, because the maximum Government obligation for a fixed-price CLIN is the allotted funds for the CLIN, the Contractor will receive the lower of the allotted funds or what the Termination for Convenience (Fixed-Price) clause of this Contract would allow.

(3) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, which is the price of the services the allotted funds cover, equals the total amount allotted to the contract for the services;

(4) If funds become available and the Government’s need continues, the Government will allot funds periodically to the CLIN, the Contractor will provide a fixed amount of work for the funds allotted, and the Government will pay the Contractor based on the price of the fixed amount of work. The Government will not pay the Contractor based on the costs the Contractor incurs in performing the work; and

(5) The Contractor agrees to provide the fixed amount of work for the fixed-price identified, in Section B of this Contract, Supplies or Services and Prices/Costs, and in accordance with the delivery schedule identified in Section F of this Contract, Deliveries or Performance, provided the Government provides the funding per or earlier than the Planned Funding Schedule in paragraph (nm) of this clause. At any time, the cumulative amount of funds allotted is the fixed-price for the cumulative fixed amount of work identified with the funds.

c) For each CLIN:

(1) The fixed-price (of both the entire CLIN and of the current cumulative amount of funds allotted to the CLIN at any time during contract performance) is not subject to any adjustment on the basis of the Contractor’s cost experience;

(2) The Contract places the maximum risk and full responsibility on the Contractor for all costs and resulting profit or loss; and

(3) If the Government meets the entire Planned Funding Schedule:

   (i) The cumulative amount of funds allotted will equal the CLINs fixed-price; and

   (ii) The Contractor must provide the work the Contract requires for the CLIN.

d) The fixed-price for each CLIN is listed in Section B of this Contract.

e) The Planned Funding Schedule for each CLIN is in paragraph (n) of this clause. The sum of the planned funding for each CLIN equals the fixed-price of the CLIN.

f) The Actual Funding Schedule for each CLIN is in paragraph (o) of this clause. It specifies the actual amount of funds allotted and presently available for payment by the Government separately for CLIN 0001, CLIN 0002, CLIN 1002, and CLIN 2002 and the work to be performed for the funds allotted.

(1) The Contractor may bill against a CLIN only after the Government has allotted funds to the CLIN and the Contractor has delivered the services and earned amounts payable for the CLIN.

   (i) The Contractor may bill only the lower of the two preceding amounts, that is, the lower of allotted funds or amount payable.

(g) If during the course of this Contract the Government is allotting funds to a CLIN per or earlier than the Planned Funding Schedule, this Contract to that point will be considered a simple fixed-price
contract for that CLIN regardless of the rate at which the Contractor is, or is not, earning amounts payable, and

(1) The Government’s and the Contractor’s obligations under the contract for the CLIN, with the exception that the Government’s obligation for the CLIN, is limited to the total amount of funds allotted by the Government to the CLIN and similarly the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted, will be as if the CLIN were both fixed-price and fully funded at time of Contract execution, that is, the Contractor agrees that: it will perform the work of the Contract for that CLIN; and neither the fixed-price for the CLIN nor any other term or condition of the Contract will be affected due to the CLINs being incrementally funded.

(i) The Contractor agrees, for example, if the Government allotted funds to a CLIN per or earlier than all of the funding dates in the Planned Funding Schedule for the CLIN, the Government has met all of its obligations just as if the CLIN were fully funded as of the time of Contract execution and the Contractor retains all of its obligations as if the CLIN were fully funded as of the time of Contract execution, while at the same time the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the Contract; consequently, if the Contractor earns amounts payable at any time in performing work for the CLIN that exceed the total amount of funds allotted by the Government to the Contract for the CLIN.

(A) It (not the Government) will be liable for those excess amounts payable;

(B) It will remain liable for its obligations under every term or condition of the Contract; and

(C) If it fulfills all of its obligations for that CLIN and the Government allots funds to the CLIN equal to the CLIN’s fixed-price, the Government will pay it the fixed-price for the CLIN and no more.

(ii) The Contractor also agrees, for example, if the Government allotted funds to a CLIN by the first funding date in the Planned Funding Schedule, the Government has met all of its obligations up to that point in the Contract as if the CLIN were fully funded (that is, as if progress payments based on cost had been agreed to and had been made, or milestone payments had been agreed to and been made, etc.) and the Contractor retains all of its obligations up to that point (such as meeting delivery schedules, maintaining quality, etc.) as if the CLIN were fully funded; consequently, if the Government subsequently terminates the CLIN it will pay the Contractor the lower of the following two amounts: the amount allotted by the Government to the CLIN; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this Contract.

(h) The Contractor shall notify the CO in writing whenever it has reason to believe that the amount payable it expects to earn for the CLIN in the next 60 days, when added to all amounts payable previously earned, will exceed 75 percent of the total amount allotted to the CLIN by the Government.

(1) The notification is for planning purposes only and does not change any obligation of either the Government or the Contractor.

(2) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the CLIN.
(3) The Government may require the Contractor to continue performance of that CLIN for as long as the Government allot funds for that CLIN sufficient to cover the amount payable for that CLIN.

(i) If the Government does not allot funds to a CLIN per or earlier than its Planned Funding Schedule, the Contractor will be entitled to an equitable adjustment; and

(1) The Government’s maximum obligation, including any termination obligation, to reimburse the Contractor remains limited to the total amount of funds allotted by the Government to the Contract for that CLIN;

(2) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, equals the total amount allotted to the Contract;

(3) If the Government subsequently terminates the CLIN, it will pay the Contractor the lower of the following two amounts: the total amount of funds allotted by the Government to the contract for the CLIN; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this Contract.

(j) Except as required by either other provisions of this Contract specifically citing and stated to be an exception to this clause, or by, among other things, terminations, change orders, equitable adjustments, or unilateral or bilateral contract modifications specifically citing and stated to be an exception to this clause, for either CLIN-

(1) The Government is not obligated to reimburse the Contractor in excess of the total amount allotted by the Government to this Contract for the CLIN; and

(2) The Contractor is not obligated to continue performance under this contract related to the CLIN or earn amounts payable in excess of the amount allotted to the Contract by the Government until the CO notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the CLIN.

(k) No notice, communication, or representation in any form, including, among other things, change orders, equitable adjustments, or unilateral or bilateral contract modifications, other than that specified in this clause, or from any person other than the CO, shall affect the amount allotted by the Government to this Contract for a CLIN, which will remain at all times the Government’s maximum liability for a CLIN. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any amounts payable earned for a CLIN in excess of the total amount allotted by the Government to this Contract for a CLIN, whether earned during the course of the contract or as a result of termination.

(l) Change Orders, equitable adjustments, unilateral or bilateral contract modifications, or similar actions shall not be considered increases in the Government’s maximum liability or authorizations to the Contractor to exceed the amount allotted by the Government for a CLIN unless they contain a statement increasing the amount allotted.
(n) Planned Funding Schedule: (Tables B-13 through B-16).

**Base Period - Table B-13. CLIN 0001**

<table>
<thead>
<tr>
<th>Date</th>
<th>Funds To Be Allotted</th>
<th>Work To Be Accomplished</th>
<th>Cumulative Funds To Be Allotted</th>
<th>Cumulative Work To Be Accomplished</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$xxx</td>
<td>FFP Transition</td>
<td>$xxx</td>
<td>FFP Transition</td>
</tr>
</tbody>
</table>

CLIN  = Contract Line Item Number

**Base Period - Table B-14. CLIN 0002**

<table>
<thead>
<tr>
<th>Date</th>
<th>Funds To Be Allotted</th>
<th>Work To Be Accomplished</th>
<th>Cumulative Funds To Be Allotted</th>
<th>Cumulative Work To Be Accomplished</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$xxx</td>
<td>FFP Occupational Medical Services</td>
<td>$xxx</td>
<td>FFP Occupational Medical Services</td>
</tr>
</tbody>
</table>

CLIN  = Contract Line Item Number

FFP = Firm-Fixed-Price

**Option Period I - Table B-15. CLIN 1002**

<table>
<thead>
<tr>
<th>Date</th>
<th>Funds To Be Allotted</th>
<th>Work To Be Accomplished</th>
<th>Cumulative Funds To Be Allotted</th>
<th>Cumulative Work To Be Accomplished</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$xxx</td>
<td>FFP Occupational Medical Services</td>
<td>$xxx</td>
<td>FFP Occupational Medical Services</td>
</tr>
</tbody>
</table>

CLIN  = Contract Line Item Number

FFP = Firm-Fixed-Price

**Option Period II - Table B-16. CLIN 2002**

<table>
<thead>
<tr>
<th>Date</th>
<th>Funds To Be Allotted</th>
<th>Work To Be Accomplished</th>
<th>Cumulative Funds To Be Allotted</th>
<th>Cumulative Work To Be Accomplished</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$xxx</td>
<td>FFP Occupational Medical Services</td>
<td>$xxx</td>
<td>FFP Occupational Medical Services</td>
</tr>
</tbody>
</table>

CLIN  = Contract Line Item Number

FFP = Firm-Fixed-Price

(o) Actual Funding Schedule: (Table B-17 through B-20).
### Base Period - Table B-17. CLIN 0001

<table>
<thead>
<tr>
<th>Date</th>
<th>Funds To Work To Be Cumulative</th>
<th>Cumulative Work</th>
<th>Cumulative Work Be Allotted</th>
<th>To Be Allotted To Be Accomplished</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$xxx</td>
<td>FFP Transition</td>
<td>$xxx</td>
<td>FFP Transition</td>
</tr>
</tbody>
</table>

**CLIN** = Contract Line Item Number  
**FFP** = Firm-Fixed-Price

### Base Period - Table B-18. CLIN 0002

<table>
<thead>
<tr>
<th>Date</th>
<th>Funds To Work To Be Cumulative</th>
<th>Cumulative Work</th>
<th>Cumulative Work Be Allotted</th>
<th>To Be Allotted To Be Accomplished</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$xxx</td>
<td>FFP Occupational Medical Services</td>
<td>$xxx</td>
<td>FFP Occupational Medical Services</td>
</tr>
</tbody>
</table>

**CLIN** = Contract Line Item Number  
**FFP** = Firm-Fixed-Price

### Option Period I - Table B-19. CLIN 1002

<table>
<thead>
<tr>
<th>Date</th>
<th>Funds To Work To Be Cumulative</th>
<th>Cumulative Work</th>
<th>Cumulative Work Be Allotted</th>
<th>To Be Allotted To Be Accomplished</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$xxx</td>
<td>FFP Occupational Medical Services</td>
<td>$xxx</td>
<td>FFP Occupational Medical Services</td>
</tr>
</tbody>
</table>

**CLIN** = Contract Line Item Number  
**FFP** = Firm-Fixed-Price

### Option Period II - Table B-20. CLIN 2002

<table>
<thead>
<tr>
<th>Date</th>
<th>Funds To Work To Be Cumulative</th>
<th>Cumulative Work</th>
<th>Cumulative Work Be Allotted</th>
<th>To Be Allotted To Be Accomplished</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$xxx</td>
<td>FFP Occupational Medical Services</td>
<td>$xxx</td>
<td>FFP Occupational Medical Services</td>
</tr>
</tbody>
</table>

**CLIN** = Contract Line Item Number  
**FFP** = Firm-Fixed-Price

### B.15 Execution of CLINs

Upon the NTP, the Contract Transition CLIN (0001) will be executed. Upon completion of Transition, the base period CLINs (0002 and 0003) will be executed. For the IDIQ CLIN (0004), Task Order task orders may be issued at any time during the base Period of Performance. The execution of the Option CLINs will be in accordance with clause B, DOE-B-2014 entitled, **Option to Extend the Term of the Contract: Estimated Cost, Fee and Period of Performance (Oct 2014)**.
B.16  DOE-B-2014 Option to Extend the Term of the Contract: Estimated Cost, Fee and Period of Performance (Oct 2014)

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

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

(c) The estimated cost, fee, and Period of Performance of each option to extend the term of the Contract are set forth in Table B-2, and Section F, DOE-F-2003 entitled, *Period of Performance-Alternate I and Alternate II (Oct 2014)*.
Part 1 – The Schedule

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    - C.3.1.2 Transition Plan
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C.1 Purpose, Objectives, and Outcomes

(a) **Purpose**: The purpose of this Contract is to provide an Occupational Medical (OccMed) Services Program of superior quality in support of on-going activities at the Hanford Site. The Contractor has the responsibility for total performance under this requirement, including determining the specific methods for accomplishing the work effort, performing quality control, and assuming accountability for accomplishing the work under the Contract.

(i) The Contractor shall maintain a “readiness to serve” capability sufficient to support the following activities for a workforce greater than 9,000. The workforce includes:

- U.S. Department of Energy (DOE) Richland Operations workers;
- DOE Office of River Protection workers;
- Site Contractors and their subcontractors' workers; and
- Others as designated from time-to-time in writing by the Contracting Officer (CO) or designee.

(ii) The workforce does not include the Hanford Tank Waste Treatment and Immobilization Plant (WTP) Contractor (with the exception of Section C entitled, Beryllium Voluntary Medical Surveillance Program), DOE Pacific Northwest Site Office (PNSO), or Pacific Northwest National Laboratory with the exception as noted elsewhere in the Performance Work Statement (PWS) and/or when directly supporting the aforementioned Site Contractors.

(iii) The Contractor shall provide services at a main clinic located in Richland, WA and at the onsite facility in the Hanford 200 West Area.

(b) **Objectives**: In support of the outcomes cited below, the following Contract objectives are established:

- Provide timely, appropriate and cost-effective tests and examinations, as required, in support of the Hanford Site mission (including outsourced/subcontracted ancillary testing and laboratory work);
- Provide timely occupational health related evaluation and provide first aid service and emergency stabilization;
- Provide a medical monitoring program for prior exposures and current potential exposures from chemical substances and/or physical agents, with a commensurate action/response program that will be protective of human health and the future well-being of Hanford Site workers;
- Enhance worker health and wellness;
- Provide occupational medical service staff, processes and systems that are consistent with an efficient and effective operation;
- Provide appropriate medical support for emergency preparedness (EP) planning, drills, and response to actual emergencies;
- Conduct epidemiological data gathering and health analyses in support of a long-range role of the Contractor in ensuring the protection of employee health and a reduction of agency liability;
• Conduct efforts to reduce the incidence of work-related illnesses and injuries; and
• Develop and implement innovative approaches and adopt practices that foster continuous improvement in rendering of occupational medical services at the Hanford Site.

c) **Outcomes:** The outcomes desired from this occupational medical services requirement are as follows:

• A Hanford Site workforce that is physically and psychologically able to accomplish the duties assigned;

• Minimization of Hanford Site workforce time away from duty, due to injury or illness, taking into consideration the circumstances/characteristics of the individual illness or injury;

• A Hanford Site **OccMed Services Program** occupational medical program that is of the highest quality, cost-effective, and of good value; and

• A Hanford Site occupational medical Contractor organization that is seen as best in class, an advocate for workers’ health and well-being, is highly familiar with the Site working environment and any potential for impacts to worker health and well-being, and is customer service oriented.

C.2 **Description of Program Performance Requirements**

(a) Work under the Contract is divided into three types of contract scope: 1) Firm-Fixed-Price (FFP), 2) Cost Reimbursement (CR) and 3) Indefinite Delivery/Indefinite Quantity (IDIQ). The scope for each type is described below.

(b) Under the FFP portions of the Contract, the Contractor shall furnish all personnel, materials, supplies, and services (except as expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work described in Section C entitled, **Firm-Fixed-Price Occupational Medical Services**, including a “readiness to serve” level of staffing. Unless specifically identified as CR or IDIQ, all work performed under this Contract shall be FFP.

C.3 **Hanford Occupational Medical Program**

C.3.1 **Firm-Fixed-Price Contract Transition**

(a) The overriding objectives of transition are to complete a safe, effective, and efficient transfer of responsibility for execution of the PWS, resulting in the Contractor assuming full responsibility for the Contract and workforce with no disruption to ongoing operations. The main goal of the transition process is to ensure that terms and conditions of the Contract are fully understood by the Contractor prior to assumption of full responsibility for execution of the Contract.

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

• Transition the workforce needed to execute the mission of the Contract. This includes but is not limited to:
  − Transition of the incumbent workforce in accordance with the requirements of the Contractor Human Resource Management clauses in Section H, as applicable;
  − Employment of additional staff determined to be necessary; and
Placement of subcontracts determined to be necessary. This includes assumption of existing subcontracts identified by the preceding Contractor or as directed by the CO.

- Conduct a due diligence review of existing conditions. This includes:
  - Review of material differences and current conditions identified by DOE; and
  - Review of Government-Furnished Property (GFP) and equipment to be assigned to the Contractor.

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

- Support DOE activities needed to determine Contractor readiness to assume responsibility for execution of the Contract under the terms and conditions of the Contract. Provide recommendations, guidance, and/or support to Other Hanford Contractors (OHCs) and DOE Subject Matter Experts (SME) to enhance worker health and wellness.

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

C.3.1.1 Transition

(a) Unless otherwise specified, the transition period for initial Contract startup will be 90\(^1\) days from written Notice to Proceed (NTP) to the Contractor assuming full authority and responsibility for execution of the Contract.

(b) During the transition period, the Contractor shall:

- Participate in a Post-Award Orientation session convened by the CO to discuss important contract terms and conditions and the overall approach in contract administration.

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

- In coordination with DOE, establish and conduct informational and transition progress reporting sessions with stakeholders (may include, but is not limited to, community organizations, partners or individuals, or other members of the public). Communicate community commitments via website and through appropriate informational sessions and communication venues.

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

- The Contractor shall develop and provide training for 100 percent of their workforce on the PWS and the Contractor’s proposed technical and management approach for execution of the

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\(^1\) Unless otherwise specified, the number of days listed in the PWS shall be calendar days.
work scope within six months of the NTP. The Contractor shall provide DOE a schedule for completion of the training within 60 days of the NTP.

- Coordinate and cooperate with other Contractors during Transition.
- Perform a due diligence review to:
  - Evaluate material differences and pre-existing conditions provided by DOE at the start of Transition.
  - Evaluate the listing and assessment of property and equipment condition provided by DOE at the start of Transition. Conduct a joint reconciliation of this list with the incumbent Contractor and submit to DOE.
  - Review policies, procedures, plans, records, technical documents, permits, safety analyses, and other documents or forms of information to ensure that they are complete, accurate, and current. Identify where the Contract does not reflect the most current status of these documents or forms of information.
  - Identify additional material differences and pre-existing conditions associated with GFP and equipment to be assigned to the Contractor and current conditions of the elements in the PWS established in the Request for Proposal.
- Prior to the end of Transition, provide the CO with a listing of material differences and pre-existing conditions. Untimely submissions will not be considered. After receipt and evaluation of the Contractor Material Difference submission, DOE will negotiate the final list of Material Differences and Pre-Existing Conditions with the Contractor that may represent a change to the Contract. The CO will provide direction to address these potential changes and establish timeframes for completion of applicable actions.
- Support an initial safeguards and security (SAS) survey conducted by DOE. The Contractor shall ensure that adequate programs are in place prior to the end of Transition to receive a Satisfactory rating, in accordance with DOE Order (O) Contractor Requirements Document (CRD) 470.4B, Change 2 entitled, Safeguards and Security Program.
- Support DOE in-process verification of Contract Transition.
- Provide DOE with weekly written Transition status reports.
- Establish routine status meetings with DOE and affected Contractors to review Transition activity progress and issues.
- Submit a declaration to DOE, prior to the end of Transition, indicating readiness to assume responsibility for execution of the Contract.
- Support DOE in conducting activities required for DOE to determine that, prior to the end of Transition, the Contractor is ready to assume full responsibility for execution of the Contract.

C.3.1.2 Transition Plan

(a) The Transition Plan provides a description of necessary Transition activities, identifies involved organizations, identifies Contractor personnel along with roles and responsibilities of who will be managing Transition activities, and includes an integrated, critical-path Transition schedule that reflects activities by the incumbent, Other Hanford Contractors (OHC), and DOE personnel, as
appropriate. The objectives of the Plan are to minimize the impacts affecting continuity of operations, identify key issues, and overcome barriers to Transition. Successful completion of the Transition activities will enable the Contractor to assume full responsibility for execution of the Contract no later than 90 days after NTP.

(b) The Plan shall:

- Describe the approach to transition of services and other work identified in the Contract, including the process, rationale, planned activities, and milestones necessary for conducting safe, orderly Transition; minimize impacts on continuity of operations; identify key issues and associated resolutions that may arise during Transition; and provide a plan for interactions with DOE, other Contractors, the workforce, regulators, and stakeholders.

- Identify agreements, letter approvals, determinations of cost allowability, or understandings, the Contractor plans to rely upon and apply to work performed under this Contract or in the accounting for costs incurred. DOE agreements with predecessor Contractors, contract guidance, direction, or interpretation on other contracts shall not apply to this Contract unless they have been identified and approved in advance by the CO. CO approved agreements shall be incorporated into Section J, Attachment J-6 entitled, Advance Understanding of Costs.

- Include a description of the activities necessary for the Contractor to assume full responsibility for the Contract no later than 90 days after NTP.

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

### C.3.1.3 Phase Out/Close Out

(a) At the completion of the Contract, the Contractor shall cooperate with DOE and other Contractors to facilitate an overall effective and seamless Contract transition. The desired outcome is a smooth transition of work scope from the Contractor to other Contractors to avoid disruptions that could impact accomplishing the Hanford Site mission.

(b) The Contractor shall perform the following activities for transition resulting from the Contractor transferring responsibility for performance of work to another Contractor:

- Ensure property, Government property and GFP associated with the scope of work being transferred is accounted for, with its current condition documented. Provide DOE the results of this in a comprehensive property list 120 days prior to the end of the Contract, or as requested by the CO.

- Assess the current conditions of elements of the PWS associated with the scope of work being transferred and provide DOE with a report presenting this assessment 120 days prior to the end of the Contract, or as requested by the CO.

- Coordinate with the Contractor assuming responsibility for performance of work in transference of workforce, subcontracts, property, programmatic and management system functions.

- Support DOE in conducting a safe, effective, and efficient transfer of responsibility for execution of the work scope, resulting in the different Contractor assuming full responsibility for the project and workforce with no disruption to ongoing operations.
C.3.2 Firm-Fixed-Price Occupational Medical Services

The Contractor shall provide a comprehensive and integrated occupational medical program to meet the outcomes and objectives in Section C entitled, Purpose, Objectives, and Outcomes. The Contractor shall maintain a “readiness to serve” capability. Minimum essential staffing levels for health care providers are identified in the Section, J, Attachment J-11 entitled, Minimum Essential Staffing Levels. This list represents staffing required to perform essential duties and may not reflect adequate staff necessary to perform the comprehensive work scope described in this section.

C.3.2.1 Occupational Safety and Health Programs
C.3.2.1.1 Site Safety and Health Efforts Participation
C.3.2.1.1.1 Health Support

The Contractor shall participate in, or lead, DOE and Hanford Safety, Health, and Environmental Sitewide committees and/or subcommittees/Site Safety Standards (Section J, Attachment J-3 entitled, Hanford Site Services and Interface Requirements Matrix). Participation may include such activities as chairing, organizing, coordinating, and/or providing administrative support for action tracking and resolution of items within the Contractor’s purview. The Contractor may be asked to participate in, or act in a supporting role to OHC’s Integrated Safety Management Systems activities, as appropriate.

C.3.2.1.2 Legacy Health Issues

The Contractor shall implement testing and monitoring programs to manage legacy health issues (e.g., chronic beryllium disease [CBD]/beryllium [Be] sensitivity, asbestosis, silicosis, etc.). Specifically, with respect to Be, there are approximately 3,000 workers.

C.3.2.1.2.1 Beryllium Voluntary Medical Surveillance Program
(a) Hanford Site Contractors are required to have an approved Chronic Beryllium Disease Prevention Program (CBDPP) plan that involves past exposure or the potential for exposure to Be. The approved CBDPP plan must comply with 10 CFR 850, Chronic Beryllium Disease Prevention Program. Facilities (including structures, Conex boxes, underground sites, etc.) may be transferred by OHCs, that may not have previously been identified as Be controlled facilities.

(b) The Contractor shall comply with the Hanford Site CBDPP plan (DOE-0342, Rev. 2A entitled, Hanford Site Chronic Beryllium Disease Prevention Program (CBDPP), as specified in Attachment J-2, that complies with 10 CFR 850. The desired outcomes are minimized exposures to Be by workers, reduction of Be contaminated areas, and workers who are either sensitized or have chronic Be disease are effectively managed. In addition, the CBDPP invokes a series of implementing procedures for example; DOE-0342-002 entitled, Hanford Site Assessment & Characterization/Verification of Buildings Procedure.
(c) The Contractor shall perform work in compliance with the approved Hanford Site CBDPP (DOE-0342) and meet the desired outcomes identified in the general scope.

(d) The Contractor shall evaluate the potential for Be hazards prior to intrusive work activities taking place for unassessed outdoor areas. DOE-0342-006 entitled, Hanford Site Assessment and Characterization of Outdoor Area Procedures (developed but not implemented), can be used as an evaluation guidance.

(e) The Contractor shall provide services to DOE to assist in the surveillance of Hanford Site Contractors’ implementation of the Hanford Site CBDPP. The Contractor shall provide services to DOE to assist federal resources in oversight activities, including the capability to obtain independent Be samples. The Contractor must provide a Be liaison that will interface with the service provider listed in the Section J, Attachment J-3, and Be Health Advocate regarding implementation of the Hanford Site CBDPP.

(f) The Program shall be consistent with 10 CFR 850.34 entitled, Medical Surveillance. The Lead Physician (Be medical surveillance program) shall have knowledge of the regulatory requirements associated with the health effects of Be and expertise in the area of medical evaluations and procedures required by the regulatory requirements for Be sensitivity and CBD.

- The Lead Physician (Be medical surveillance program) will review and assess current best in class Be related clinical policies, procedures, and protocols (algorithms). The compliance of Be related clinical policies, procedures, and protocols (algorithms) shall be monitored through a peer review process.

- On the exit medical examination, the Contractor shall offer a Be lymphocyte proliferation test for any worker separating from the Hanford Site when the examination is performed by the Contractor in accordance with 10 CFR 850.36 entitled, Chronic Beryllium Disease Prevention Program, Medical Consent.

- The Contractor shall provide a Be voluntary medical surveillance program (approximately 1,000 workers) as required by 10 CFR 850 for current Hanford Site Be associated workers who voluntarily participate, including current WTP Be associated workers.

C.3.2.1.2 Notifications

The Contractor shall act as the Hanford Site Coordinator for submitting electronic data to the DOE Beryllium-Associated Worker Registry (BAWR) semiannually, in accordance with 10 CFR 850.39, Recordkeeping and Use of Information. In order to meet these requirements, various Site Contractors will submit job history and exposure measurement data for each Be associated worker to the Contractor to add the electronic medical data portion and submit the data to the BAWR. The employer providing the employee data is responsible for the accuracy of that data. The Contractor will not edit data provided by the employer but will serve as data coordinator. This responsibility includes receiving and appropriately addressing comments received from DOE or its Contractors on data submitted to the BAWR.

C.3.2.1.3 Other Legacy Health Issues

The Site Occupational Medical Director (SOMD) is responsible for administering the medical surveillance program and shall appoint a licensed physician as lead for Be medical surveillance and other Legacy Health Issues including asbestosis, silicosis and others.

C.3.2.1.3 Employee Assistance and Wellness Programs
The Contractor shall operate employee counseling, health promotion programs, and employee assistance that promotes, maintains, and improves the physical and psychological well-being of the worker in the workplace.

C.3.2.1.3.1 Employee Assistance Program

The Contractor shall provide an Employee Assistance Program (EAP) that assists workers with personal problems and/or work-related problems that may impact their job performance, health, mental and emotional well-being to optimize OHCs’ and DOE's success. The EAP services will include assessments, short-term counseling, referrals for additional services to employees with personal and/or work-related concerns, such as stress, financial issues, legal issues, family problems, office conflicts, and alcohol and substance abuse, as well as follow-up services. The EAP shall work with management and supervisors in providing advanced planning for situations, such as organizational changes, legal considerations, emergency planning, and response to unique traumatic events.

C.3.2.1.3.2 Health and Wellness Education

The Contractor shall provide health education for worker training and occasional lectures or seminars on health matters of general interest to Hanford personnel. These health education sessions may be presented onsite and in the community at locations, such as, health fairs. Typical topics include, but are not limited to, smoking cessation, hearing protection, ergonomics, fitness and diet, skin cancer, general cancer topics, weight control, lead, asbestos, tuberculosis, overview of medical service functions, and self-breast examination. This function also includes the development and/or distribution of health related newsletters and other materials.

C.3.2.1.3.3 Immunization Program

The Contractor shall provide immunizations (such as, influenza immunizations) and other injections to workers as deemed necessary by the SOMD, providing necessary information regarding immunization and performing appropriate documentation. The Contractor shall provide vaccine serum with inoculation service, staffing, and administering the base program for delivery of approximately 5,000 influenza vaccinations annually.

C.3.2.1.3.4 Ergonomics

The Contractor shall provide expertise for DOE and OHCs to resolve workstation, furniture, and work task related ergonomics issues; provide ergonomic consultation and conduct musculoskeletal disorder hazard assessments; and train and assist appropriate Hanford personnel with ergonomic evaluations and recommendations to improve workstations to facilitate the prevention and/or control of cumulative trauma disorders.

C.3.2.1.3.5 Health Program Improvements

The Contractor shall recommend improvements to enhance Hanford occupational and preventive health programs and review federal, state, and DOE documents and trade publications to determine applicability and impact of any new or proposed regulations or best practices on operations, alert the CO, in writing, of regulation and program changes affecting this Contract, and recommend an implementation plan for identified changes.

C.3.2.1.3.6 Hearing Protection

(a) At a minimum, the Contractor shall be in compliance with the most current version of the Occupational Safety and Health Administration (OSHA) occupational noise exposure and hearing Conservation regulations found in 29 CFR 1910.95 entitled, *Occupational Safety and Health Standards, Occupational Noise Exposure, and Other Washington State Regulations*, as applicable.
The Contractor is to provide audiograms for workers who are exposed to noise levels that trigger hearing conservation program requirements promulgated by 10 CFR 851, which incorporates 29 CFR 1910 and the 2016 American Conference of Governmental Industrial Hygienists Threshold Limit Values by reference. The audiometric testing shall be performed by a licensed or certified audiologist, otolaryngologist, or other physician or by a technician who is certified by the Council of Accreditation in Occupational Hearing Conservation or who has satisfactorily demonstrated competence in administering audiometric examinations, obtaining valid audiograms, and properly using, maintaining, and checking calibration and proper functioning of the audiometers being used. The Contractor shall notify employees and supervisors of temporary and permanent standard threshold shifts in accordance with the above OSHA and state standards within the required notification timeframes. In keeping with National Institute for Occupational Safety and Health and State of Washington State recommendations and regulations, age correction is not to be performed on audiograms carried out by the Contractor.

(b) The Contractor shall appoint a physician lead who has knowledge of OSHA requirements and has expertise in the area of Hearing Conservation Programs (HCP). This lead will set up HCP standing operating procedures and monitor compliance through a peer review process that uses critical HCP related criteria to identify departures from the requirements, ensure standardization of communication and internal processes among providers, and improve the program.

(c) The Contractor shall provide hearing loss data to Hanford organizations to prevent worker hearing loss and to support identification and posting of potential hazardous noise locations. At a minimum, at least annually and by a Contractor or agency, the Contractor will report data that includes the number of audiometric tests performed on persons who are in a HCP; and the number of permanent standard threshold shifts in either ear by fiscal year, age, and job category. The data is to be presented to Hanford organizations in support of their respective HCP for the identification of potential shortfalls and successes. The Contractor shall provide expert occupational medicine consultation in noise hazard assessment and hearing loss prevention, as well as consultation regarding noise hazards, engineering controls, and hearing protection.

C.3.2.1.3.7 Controlled Substance/Alcohol Testing

(a) The Contractor shall comply with requirements outlined in 10 CFR 707 entitled, Workplace Substance Abuse Programs (WSAP), at DOE sites. The WSAP services are outlined within Section J, Attachment J-3.

(b) The Contractor shall comply with requirements outlined in controlled substances/alcohol testing programs that are in accordance with this PWS, Section J, Attachment J-3, and the U.S. Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs as administered by the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Mandatory Guidelines for Federal Workplace Drug Testing Programs; 10 CFR 707 entitled, Workplace Substance Abuse Programs at DOE Sites; 49 CFR 382 entitled, Controlled Substances and Alcohol Use and Testing; and 49 CFR 40 entitled, Procedures for Transportation, Workplace Testing Programs.

(c) The Contractor shall provide the controlled substances/alcohol testing program services that shall include standard chain of custody procedures and documentation, collection, handling, shipment, analysis, and reporting analysis results for the Human Reliability Program (HRP) Testing Designated Positions; U.S. Department of Transportation (DOT), DOE Security, Emergency Services, and Information Management Substance Abuse Monitoring Program; voluntary requests for urinalysis; and Contractor and DOE Employee Assistance Programs, including Contractor Fitness-for-Duty
Programs, and alcohol use and drug testing for random, reasonable suspicion, applicant, and occurrence testing including post-accident requirements.

C.3.2.1.4 Emergency and Disaster Preparedness

(a) The Contractor shall support the Hanford Site Integrated Emergency and Disaster Preparedness Planning. The SOMD is responsible for planning the management and implementation of the medical portion of the Site Emergency and Disaster Plan (DOE/RL-94-02, entitled, Hanford Emergency Management Plan, or current version). The medical portion shall be closely integrated with, and made a part of, the overall Hanford Emergency and Disaster Preparedness Plan.

(b) The Contractor shall support emergency and disaster preparedness pre-planning and response requirements. The Contractor shall assist DOE to ensure that the medical portion of the Site emergency and disaster response capability is adequate to meet the type and severity of accidents and trauma dictated by the character and history of plant operations and conditions, including:

- Ensure onsite capabilities for medical aid and triage, which shall include onsite capability for cardiopulmonary resuscitation, cardiac defibrillation, and advanced cardiac life support.
- Provide services of medical specialists and consultants.
- Provide medical aid coverage during evacuation operations from facilities and the Site.
- Communicate with the DOE Emergency Operations Center (EOC) for the coordination of fire and rescue units, hospitals and hospital teams, and local and state police.
- Ensure that EP and response support are overseen by a licensed physician. In this context, the phrase “overseen by a licensed physician” means that a licensed physician actively participates and has ultimate responsibility for the rendering of the Contractor’s EP and response support from a Site occupational medical standpoint.

C.3.2.1.4.1C.3.2.1.3.8 Response Support

(a) The Contractor shall provide emergency response support (e.g., participate in Site exercises and drills, participate in Sitewide EP planning, and establish working relationships/memoranda of agreements with other Site emergency service providers, such as Hanford Fire Department, local hospitals, Hanford Patrol and others as needed).

(b) Serve as a member of appropriate emergency response teams in accordance with DOE/RL-94-02 entitled, Hanford Emergency Management Plan, and DOE-0223 entitled, Emergency Preparedness Program Requirements.

C.3.2.1.4.2C.3.2.1.3.9 Preparedness Support

The Contractor shall support the integration of community emergency and Hanford Site disaster plans. The occupational medical portion of the Site emergency and disaster plan is integrated with surrounding community emergency and disaster plans to the extent consistent with the development of a mutual aid and assistance capability. The Contractor shall integrate with the local community. The SOMD shall advise DOE of the actions needed to manage the integration of Hanford occupational medical emergency and disaster planning with the surrounding communities’ plans. Integration with local hospitals will be required in these activities.
C.3.2.1.3.10 Radiation Exposure Injuries
(a) The Contractor shall support DOE in the arrangement of hospital care, which shall include the capability to evaluate and treat injuries resulting from exposure to radiation, including internal and external contamination, as appropriate.

(b) Immediately inform the CO and Contracting Officer Representative (COR) or designated representative in cases of emergency involving exposures or hazards that appear to be dangerous to health or life, and provide recommendations to alleviate the emergency conditions.

C.3.2.1.3.11 Toxic Material Injuries
(a) The Contractor shall support DOE in the arrangement of hospital care, which shall include the capability to evaluate and treat injuries resulting from exposure to toxic materials, including internal and external contamination, as appropriate.

(b) Immediately inform the CO and COR or designated representative in cases of emergency involving exposures or hazards that appear to be dangerous to health or life, and provide recommendations to alleviate the emergency conditions.

C.3.2.1.3.12 Emergency Operations Center Services
Provide services, as required, in the Emergency Operations Center (EOC) currently located in the Richland Federal Building, at local hospitals, in the Contractor’s main clinic, or at other locations as specified by the Government. In addition to emergencies, this service includes participation in planning, training, drills, and exercises.

C.3.2.1.4.3 Industrial Hygiene Support
(a) The Contractor must implement a comprehensive Industrial Hygiene (IH) program to protect workers from exposure to chemical and physical hazards in the workplace. This includes the identification and mitigation of those hazards as required by 10 CFR 851 and the associated regulatory and consensus standards that are incorporated by reference.

(b) In response to 10 CFR 851, the Contractor shall, as part of the IH program anticipate, recognize, evaluate and control workplace hazards (chemical, biological, ergonomic and physical agents).

(c) Work planning shall be integrated with the IH program, both formal and informal, coordination as applicable to adequately identify and control hazards using the hierarchy of controls 10 CFR 851.22 entitled, Hazard Prevention and Abatement.

(d) The Contractor shall provide emphasis on ensuring workers are protected from potential exposure to tank farm chemical vapors. The Contractor shall balance occupational medical safety between mitigation of one hazard resulting in the cause of another hazard.

(e) The Contractor shall provide for an IH monitoring equipment program, which includes evaluation of new monitoring equipment, maintenance, calibration, management, and storage of equipment under the program.

(f) On behalf of the DOE Federal Employee Occupational Health and Safety Program, the Contractor shall collect upon DOE request IH samples (including evaluation and recommendations) and process under the Contractor’s Record Program (e.g., Indoor Air quality evaluations, Be, Asbestos, Lead etc.)

(g) Contractor shall provide for a respiratory protection equipment program which includes maintenance, testing, repair, cleaning and servicing.
(h) The Contractor shall provide occupational medicine/IH assistance to other organizations, including other onsite contractors and DOE as needed and requested.

(c) The Contractor shall identify an American Board of Industrial Hygiene Certified Industrial Hygienist (CIH) as a liaison. The scope of work for the CIH liaison is to facilitate meeting the requirements of this section.

(i) The Contractor shall participate in surveys, studies, reviews, assessments, and exposure monitoring to assist with advice to identify, evaluate, and control potential chemical, physical, or biological hazards in the work environment that may cause illness, injury, disease, or impaired well-being.

(g) Upon request, the Contractor shall assist with the investigation of IH workforce complaints of potential workplace hazards and coordinate where appropriate with the affected employee and the appropriate organizations to resolve issues.

(l) The Contractor shall assist, as requested, in providing guidance and recommendations concerning the selection, use, maintenance, and control of personal protective equipment (PPE).

(m) The Contractor shall ensure that individual exposure record(s) to chemical substances or physical agents are filed in the medical records.

(n) The Contractor shall support DOE and Hanford Contractor staff (for example, safety and environmental) to ensure the incorporation of protective health measures in new equipment, new work procedures, emergency response protocols, and facilities.

(k) The Contractor medical and IH staff shall provide expert consultation services in heat stress prevention and physiological monitoring and perform heat stress assessments, as requested.

(p) Provide support to DOE and Contractor management through the collection and analysis, when requested, of employee health data for the purpose of early detection and prevention of occupational and non-occupational illnesses and injuries, thereby reducing morbidity and mortality. All studies, reports, review, and summaries shall be submitted in accordance with Medical Surveillance Data Reporting. When providing assistance to other organizations or other onsite Contractors, the Contractor shall notify the CO or designee of the request and provide DOE with any reports provided to others, as well as all adverse trends as they are identified.

C.3.2.2 Medical Services Program
C.3.2.2.1 Medical Monitoring and Qualification Examinations
The Contractor shall perform medical monitoring and qualification examinations in accordance with applicable federal, state, local laws and regulations and DOE Directives. Medical monitoring and qualification examinations will include initial, periodic, and post-incident examinations. In addition to receiving the basic physical examination, other exams/diagnostics may be required. Occupational related exams include, but are not limited to, those listed within Section C entitled, Medical Services Program.3.2.2.

C.3.2.2.1.1 Medical Exams
(a) The Contractor shall provide complete examinations by an appropriate licensed health professional, such as a physician or mid-level provider/practitioner, (e.g., nurse practitioner, physician assistant) which includes, at a minimum, the following evaluation/examinations/patient consultation: ear, nose, and throat; head/neck; blood pressure; hernia; eye/retinal; heart and lungs auscultation; reflexes; skin
(whole body exam for potential skin cancer upon patient request); as appropriate: breast, prostate, scrotal, rectal, and/or pelvic and lab results review.

(b) More frequent examinations and additional tests may be performed, if considered necessary in the judgment of the examining physician.

(c) The Contractor shall perform the following types of examinations:

- Pre-placement evaluations, clearances, and recommendations relating to the placement of employees in jobs, so they can perform in a safe and efficient manner consistent with the requirements of the *Americans with Disabilities Act of 1990* and the *Rehabilitation Act of 1973*.

- Medical surveillance and health monitoring examinations, as required by OSHA, and other regulatory standards consistent with current national specialty guidelines for exposure based services (e.g., American College of Occupational and Environmental Medicine), and examinations for specifically-defined legacy issues.

- Qualification examinations, including OSHA required exams, and clearances for employee medical qualifications to perform work in environments that may contain chemical, biological, physical (including ionizing radiation), weather, terrain related, and ergonomic hazards.

- Voluntary periodic examinations (a proactive measure to facilitate the continued health and wellness of workers). The basic examination shall include, but not be limited to, the following:
  - Height, weight, and blood pressure;
  - Visual acuity test and tonometry;
  - Audiogram;
  - Multi-chemical profile including iron and total iron binding capacity (TIBC) profile, complete blood count (CBC), complete urinalysis, and lipid profile;
  - Thyroid (minimum of free Thyroxin and Thyroid-Stimulating Hormone);
  - Resting electrocardiogram; and
  - Pulmonary function study.

**C.3.2.2.1.2 Occupational-Related Exams**

Occupational related exams include, but are not limited to, the following:

- Hazardous waste workers and all other occupations that involve potential exposure to the following OSHA job hazard categories:
  - Chemical Hazards: Harmful chemical compounds in the form of solids, liquids, gases, mists, dusts, fumes, and vapors exert toxic effects by inhalation (breathing), absorption (through direct contact with the skin), or ingestion (eating or drinking). Airborne chemical hazards exist as concentrations of mists, vapors, gases, fumes, or solids. Some are toxic through inhalation, and some of them irritate the skin on contact; some can be toxic by absorption through the skin or through ingestion, and some are corrosive to living tissue.
Examples include:

1. Chemicals, solvents, paint, or fuel,
2. Be,
3. Pesticides/herbicides,
4. Mercury/lead/heavy metals,
5. Acids and bases,
6. Ammonia,
7. Carbon tetrachloride,
8. Welding fumes, and

Biological Hazards: These include bacteria, viruses, fungi, and other living organisms that can cause acute and chronic infections by entering the body either directly or through breaks in the skin.

Examples include:

1. Rattlesnake bites,
2. Bee stings, scorpion stings, and ant bites,
3. Valley fever (coccidioidomycosis),
4. Histoplasmosis,
5. Psittacosis,
6. Rabies virus,
7. West Nile virus,
8. Hantavirus, and
9. Contact dermatitis plants (yarrow, sneezeweed, stinging nettle, greasewood, etc.).

Physical Hazards: These include excessive levels of ionizing and nonionizing electromagnetic radiation, noise, vibration, illumination, and temperature.

Examples include:

1. High pressure systems,
2. Welding,
3. Lasers,
4. Insulation (fiberglass, asbestos),
5. Dust (silicosis),
6. Noise,
7. Radiation and radiologic materials,
8. Temperature extremes, and

Ergonomic Hazards: Ergonomics includes studies and evaluations of a full range of tasks including, but not limited to, lifting, holding, pushing, walking, and reaching. Any of these conditions can cause ergonomic hazards, such as excessive vibration and noise, eye strain, repetitive motion, and heavy lifting problems. Improperly designed tools or work areas also can be ergonomic hazards. Repetitive motions or repeated shocks over prolonged periods of
time as in jobs involving sorting, assembling, power hand tools, and data entry can often cause workplace health or musculoskeletal injuries.

Examples include:
1. Carpal tunnel syndrome,
2. Raynaud’s syndrome,
3. Muscle strains and sprains, and
4. Ligament or tendon damage.

- Security officers including fitness-for-duty (includes HRP, psychological, and 10 CFR 1046 entitled, Physical Protection of Security Interests),
- Firefighters (including fitness-for-duty), and
- Commercial drivers (DOT Commercial Driver’s License per 49 CFR 391 entitled, Qualifications of Drivers and Longer Combination Vehicle (LCV) Driver Instructors).

C.3.2.2.1.3 Work Capacity Evaluations

The Contractor shall conduct work capacity and return-to-work/fitness-for-duty health evaluations, with support to OHC Site Contractors and DOE management in medical, mental, and substance abuse aspects of personnel reliability (to include psychological assessments, fitness assessments, and activities associated with 10 CFR 712 entitled, Human Reliability Program, and 10 CFR 1046 entitled, Physical Protection of Security Interests).

C.3.2.2.1.4 Termination (Exit) Health Evaluations

(a) The Contractor shall conduct termination (exit) health evaluations to include appropriate referrals, pamphlets, brochures, or other materials (e.g., Former Worker Medical Screening Program) for ongoing medical monitoring; and

(b) X-ray services and readings, medical x-ray services shall be provided at the clinics, including taking x-rays, initial readings, and other traditional in-clinic services. Special readings performed outside the clinic (specifically “B” readings or expert analysis) are covered under Section C entitled, Support of DOE’s Third Party Administrator for Workers’ Compensation. The Contractor shall ensure that medical digital x-ray or other media used and written reports are delivered (consistent with Section C entitled, Other Direct Costs) to the clinic and become property of the Government.

C.3.2.2.1.5 Examination Administration

(a) Medical examinations shall be scheduled using the Government-furnished computerized scheduling system (Section J, Attachment J entitled, Government-Furnished Services/Information). The Contractor shall manage and coordinate medical examination scheduling with each of the OHC Site Contractors and DOE to minimize the impact of medical examinations on the work conducted at the Hanford Site.

(b) Appropriate documentation of all pertinent medical information shall be maintained, including medical and occupational histories, examination findings, laboratory and procedure results, evaluations and conclusions, and recommendations that are in accordance with the applicable federal, state, and local laws and regulations, and DOE Directives and standards of practice.
C.3.2.2.6 Examination Procedures

The Contractor shall maintain appropriate medical procedures, medical reports, and processes required for the particular type of medical examination that are in accordance with the applicable federal, state, and local laws and regulations, and DOE Directives and standards of practice.

C.3.2.2.7 Examination Reporting

The Contractor shall make appropriate medical notifications that communicate results of examinations to employer and worker. (Note: Only the appropriate, work-related information permitted by law will be communicated to the worker's employer/Contractor).

C.3.2.2.8 Professional Services

The Contractor shall provide appropriate professional services, laboratory and medical technician services, administrative support, and other services that are in accordance with the applicable federal, state, and local laws and regulations, and DOE Directives and standards of practice.

C.3.2.2.9 Disposition and Disposal Services

The Contractor shall provide the disposition and disposal of all medical, biological, and other wastes generated from the medical service in accordance with the applicable federal, state, and local laws and regulations, and DOE Directives and standards of practice.

C.3.2.2 Evaluation, First Aid, and Emergency Stabilization

(a) The Contractor shall provide timely and accessible occupational health care and first aid in the 200 West Health Care Center on the Hanford Site and the Contractor’s main clinic in Richland, WA.

(b) The Contractor may provide an initial dose of non-prescription medication (e.g., aspirin, ibuprofen, antihistamines, decongestants, topical antibiotic/cortisone/burn ointments, throat lozenges, muscle relaxers, antacids, and eye/ear drops) for prompt treatment of symptoms. The Contractor shall provide prescription medications only on a limited, emergency basis.

C.3.2.2.2 Occupational Injury or Illness

(a) The management of occupational injury or illness shall be in accordance with applicable federal, state, and local laws and regulations and DOE Directives.

(b) In emergencies, Hanford workers shall be given the necessary care required for stabilization until referral to a private physician or facility can be provided.

(c) The term first aid is defined in the Washington Administrative Code 296-27-05101(3) (a-n) entitled, Recordkeeping and Reporting, Definitions. Exceptions to this definition include services for travel medicine (Section C entitled, Travel Services, 3.3.1.3), seasonal influenza vaccinations, other preventative vaccinations, and use of Diethylene Triamine Pentaacetic Acid or a similar chelating agent in concert with treatment by other medical facilities in cases of uptake of radioactive substance.

(d) The Contractor shall not provide long-term treatment of non-occupational injury and illness.
C.3.2.2.2 Evaluation and Stabilization Administration

(a) The Contractor shall manage medication services, including the requisitioning or purchase, storage, safeguarding, accountability, and administration or delivery of all medications and supplies necessary to the operation of the medical services.

(b) The Contractor shall provide support and information as requested by OHCs and DOE organizations in order to provide accurate reporting of occupational injuries and illness (for example, OSHA 300 reporting).

(c) Evaluation and first aid, or stabilization and referral, of occupation injury or illness shall be prompt, with emphasis placed on rehabilitation and return to work at the earliest time compatible with job safety and employee health. Contractor shall define specific protocols, procedures, and tests for workers who present with complaints or express symptoms of chemical exposure.

(d) The occupational medical staff shall notify the affected individual(s) and immediate supervisor(s) of unhealthy work situations detected during the course of their duties. The Contractor shall also notify OHCs and DOE Hanford Site health and safety groups (e.g., health physics, industrial hygiene, or safety) of these situations.

(e) Contractor shall maintain medications as appropriate (e.g., aspirin, ibuprofen, etc.) to support first aid. Additionally, the Contractor shall maintain medications as appropriate to support emergency stabilization and transport. Prolonged care is provided by employees’ private physician and/or the workers’ compensation program.

(f) The Contractor shall report to DOE on the dispensation and inventory of regulated drugs, as required by the Section J, Attachment J-8 entitled, Contract Deliverables.

C.3.2.2.3 Non-Occupational Injury or Illness

(a) Hanford Site workers are to utilize the services of a private physician or medical facility, for care of non-occupational injuries or illnesses. The Contractor may provide assistance with minor, non-work related outpatient or chronic conditions (such as blood pressure checks) to minimize employees’ time away from work.

(b) The Contractor shall provide appropriate assistance to workers who are ill at work. Care should be available for what is judged as a short-term, minor condition. The objective is to return the worker to a state of health in the shortest possible time consistent with appropriate medical standards.

(c) The Contractor shall provide appropriate return to work clearance or duty limitations to workers and their employers, taking into consideration any restrictions provided by a private physician.

C.3.2.2.3 Monitored Care

(a) Monitored care of ill or injured workers by occupational medical physicians is required to maximize recovery and safe return to work and minimize lost time and associated costs.

(b) The Contractor shall monitor workers’ compensation cases, as appropriate, through return to work visits, Contractor communication with the DOE-RL Third Party Workers’ Compensation Administrator, and physician to physician communication with private physicians, where applicable.
C.3.2.2.3.1 Monitored Care Notifications

OHCs Hanford Site Contractors and DOE management have the responsibility to advise the Contractor when a worker has been absent because of a work related illness or injury for five or more consecutive workdays.

C.3.2.2.3.2 Workers’ Compensation Cases

The Contractor shall assist the workers in recovery and facilitate return to duty at the earliest practical time. Reasonable accommodations or restrictions may be a part of this rehabilitation process and must be closely coordinated with the human resources department and line management of OHCs Site Contractors and DOE.

C.3.2.2.3.3 Work Conditioning Program

The Contractor shall include a work conditioning program(s) as part of the monitored care program to support/expedite fulfillment of fitness-for-duty, work capacity, and qualification requirements.

C.3.2.2.3.4 Monitored Care Recommendations

The Contractor shall make medical fitness-for-duty recommendations regarding employees for all conditions that may influence performance or work suitability.

C.3.2.2.4 Medical Surveillance Data

The Contractor shall routinely and systematically analyze medical data involving individuals, as well as groups of workers, by location and by function, in the course of performing monitoring and qualification examinations and conduct epidemiological studies while maintaining the confidentiality of workers.

C.3.2.2.4.1 Medical Surveillance Data Analysis

Data analyses shall be aimed at early identification of patterns of findings, sentinel events, or changes in worker health that may be indicative of trends or weaknesses in worker protection features and programs. The Contractor shall include these reviews in the quarterly summary Epidemiological Reports to DOE, or more often as requested and notify the CO or designee of all adverse trends as they are identified and include all trending results, recommendations, and comments in the SOMD’s annual report (Note: Additional, specific epidemiology studies may be requested by DOE under Section C entitled, Indefinite Delivery/Indefinite Quantity).

C.3.2.2.4.2 Medical Surveillance Data Reporting

(a) The Contractor shall provide the SOMD annual report, which reports on the health status of the workforce, identifies trends and analyzes effects, presents conclusions of medical surveillance analysis, provides a status of clinical practices, and makes recommendations for improvements in protecting workers’ safety and health. The SOMD is responsible for the communication and coordination of findings with appropriate public health agencies.

(b) The SOMD’s annual report will, at a minimum, provide/present:

1. Information on the relationship of the Site activities to the health and safety of Site personnel;
2. Any trends and analysis of their efforts;
3. Conclusions of the medical surveillance analysis and recommendation to the DOE for improvement and protecting workers’ safety and health;
4. The results of any special studies directed by the DOE CO, or designee, or as requested by OHCs;
5. A description of the analysis, the basis for conclusions, and a discussion of the urgency of the recommendations;

6. An explanation of the benefits to the health and safety of the Site workers and DOE;

7. An appendix that details significant changes in exam protocol(s) during the reporting period; and

8. An appendix that describes the exam protocols associated with the job categories.

(c) The Contractor shall ensure that the report meets the standards for analysis and report preparation comparable to that required for acceptance by a peer reviewed medical journal.

(d) Present the results verbally to the Government within 30 days after the report has been submitted.

(e) The Contractor shall provide a quarterly Epidemiological Report, a summary report on the health status of the Hanford workforce collectively and sorted by grouping, location, employer, and by job function, including results of any epidemiological studies. The data analysis shall be aimed at early identification of patterns of findings, sentinel events, or changes in worker health that may be indicative of trends or weaknesses of worker protection features and programs.

(f) Upon request, the Contractor shall prepare summaries, studies, reviews, and assessments of the data collection and analysis performed for purposes of integration of the IH and medical surveillance activities. When providing assistance to other organizations or OHCs other onsite Contractors, the Contractor shall notify the CO or designee of the request and all adverse trends as they are identified.

(g) The Contractor shall provide a monthly utilization report timed to coincide with the delivery of the monthly invoice. The report details the numbers and types of clinical and EAP services provided, such as walk-ins, exams, and immunizations, by job category and Contractor employer.

The report shall be in Microsoft Excel® spreadsheet format with a minimum of six data sheets as described below, and will tabulate occupational medical services utilization data. One data sheet of the report will display the number of no-show visits broken out by company for OHCs and DOE. For two other data sheets, the following fields of service shall be represented as columns (the Contractor may suggest others to DOE for approval) including, at a minimum, the following fields:

- “Contractor Employer” or “Common Occupational Classification System (COCS) Code” and “Job Category” (left-most, first two columns), Behavior Health Services, Case Management, Chart Review, Consultation, Equipment Test, Evaluation Encounter, Exposure and Unusual Event, Industrial Rehabilitation and Conditions, Medical Surveillance Exam, Physical Exam, Recall, Separation, Test Encounter, Tracking, Unknown, Vaccine, Walk-In Encounter, Wellness and Health Education, Total (right most column representing a sum of all services provided to the entity listed in the left most column).

- One sheet of the report will display the quantity of each of the above services as supplied to each OHC or DOE that month.

- One sheet of the report will display the quantity of each of the above services of each job category that month. The first column will be the Hanford COCS code and the second column to be the job category. Job categories that receive no services (blank rows) shall be a zero. The bottom most row shall be a sum.
The other three sheets shall represent the above three sheets (No-Shows, Contractor Employer, Job Category) with accumulative data of year to date.

(h) The Contractor shall provide a monthly program performance report timed to coincide with the delivery of the monthly invoice. The report details the Contractor’s monthly performance including its performance relative to the elements of the ‘Performance Requirements Summary’ table in Section J, Attachment J-14 entitled, Quality Assurance Surveillance Plan (QASP). The report to include the backup and analyses for all work completed in performance of the contract.

(i) The Contractor shall provide a quarterly customer satisfaction survey report, a summary report of the results of the customer satisfaction surveys.

C.3.2.3 Case Management
Case Management is to be carried out at the Contractor’s main clinic. The purpose of Case Management is to be a liaison between the occupational medical program and DOE’s Third Party Administrator in workers’ compensation cases and return to work issues.

C.3.2.3.1 Case Management Coordination
The Contractor shall manage Be cases consistent with the requirements in 10 CFR 850. This scope includes ensuring Case Management prepares electronic reports that are submitted to the OHCs, including a report of work restrictions sent to the worker’s management and safety organization(s) and other case management reports to include Be related concerns or exposures.

C.3.2.3.2 Return to Work Issues
The Contractor shall manage cases of other complex worker issues related to occupational health, generally where multiple appointments and regimes are an issue.

C.3.2.3.3 Support of DOE’s Third Party Administrator for Workers’ Compensation
(a) The Contractor shall monitor workers’ compensation claims as appropriate, through return to work visits by the worker in order to facilitate return to work. The Contractor shall have timely communications with DOE’s Third Party Administrator for workers’ compensation\(\text{Workers' Compensation}\), physician to physician with the worker’s private physician(s), and employer where applicable.

(b) The Contractor shall provide, within 15 working days, a hard copy of the complete personal medical file of a Hanford Site worker being treated under a workers’ compensation claim, as requested by DOE’s Third Party Administrator for workers’ compensation.

(c) The Contractor shall not incur any outside costs related to a workplace injury with the following exception:

- \text{In accordance with the State of Washington Department of Labor and Industries (L&I) letter dated November 9, 2012; the reporting of claims costs, for workers with CBD, L&I determined that its position will be consistent for all Be-related conditions. No costs associated with medical surveillance exams are reportable as claims costs under State of Washington’s workers’ compensation program for any closed Be worker compensation claim. This is true regardless of whether the claim is for Be sensitization or CBD. If the worker has an open claim for CBD, all costs are reportable claim costs under Washington’s workers’ compensation program.}
C.3.2.4  Program Administration

C.3.2.4.1  Project Controls and Management

(a) The Contractor shall provide information and support to DOE on data gathering and reporting to assist budget formulation and financial analysis activities.

(b) The Contractor shall provide an Annual Execution Plan (AEP) that defines major activities (separately identified as FFP scope(s), CR scope, or if applicable IDIQ scope) to be performed for the following fiscal year and the level of funding associated with each (see Section J, Attachment entitled, Contract Deliverables).

(c) The AEP shall be defined to the fifth level of Work Breakdown Structure (WBS) and by major activity (e.g., labor, materials, testing, surveillance program, consulting, health education, Energy Employee Occupational Illness Compensation Program Act Requirements (EEOICPA), etc.). All purchases and upgrades over $5,000 shall be attributed and annotated explicitly to the major CR activity.

(d) The Contractor shall report each month for activities, as defined in the AEP, on spending variance relative to AEP levels. The reporting level shall be to the level of WBS and category. The Contractor shall provide a Billing Rate Variance Report on cost variance relative to the AEP each month, as a Contract deliverable in Section J, Attachment entitled, Contract Deliverables.

(e) Phase Out/Close Out.

(1) At the completion of the Contract, the Contractor shall cooperate with DOE and assist the incoming Contractor(s) to facilitate an overall effective and seamless Contract transition. The desired outcome is a smooth transition of work scope from the Contractor to other Contractor(s) to avoid disruptions that could impact accomplishing the Hanford Site mission.

(2) The Contractor shall perform the following activities for transition resulting from the Contractor transferring responsibility for performance of work to another Contractor:

- Ensure property, Government property and GFP associated with the scope of work being transferred is accounted for, with its current condition documented. Provide DOE the results of this in a comprehensive property list 120 days prior to the end of the Contract, or as requested by the CO.

- Assess the current conditions of elements of the PWS associated with the scope of work being transferred and provide DOE with a report presenting this assessment 120 days prior to the end of the Contract, or as requested by the CO.

- Coordinate with the Contractor assuming responsibility for performance of work in transference of workforce, subcontracts, property, programmatic and management system functions.

- Support DOE in conducting a safe, effective, and efficient transfer of responsibility for execution of the work scope, resulting in the different Contractor assuming full responsibility for the project and workforce with no disruption to ongoing operations.

- Support the transfer agreement to the incoming Contractor.
C.3.2.4.2 Site Safety Standards – Common Safety Processes

(a) This activity includes interfacing and working with OHC’s to implement the Hanford Integrated & Site Wide Safety Systems (ISWSS) procedures. 10 CFR 851.11 entitled, Development and Approval of Worker Safety and Health Program, addresses the need for a Contractor with more than one covered workplace at a DOE site to have a single, worker safety and health program, and where more than one Contractor is responsible for covered workplaces, each Contractor must coordinate with other Contractors to ensure there are clear roles, responsibilities, and procedures to ensure the safety and health of workers at multi-contractor workplaces. The Contractor listed in Section J, Attachment J-3 manages the ISWSS for the Hanford Site, which includes 10 Site Wide Safety Standards that shall be implemented by the OHCs, all Hanford Site Contractors.

(b) The goal is to have common programs, and processes for worker safety where there are similar hazards, requirements, and worker expectations. Since Hanford Site workers may perform work in facilities controlled by other Site Contractors, safety can be improved by having uniform safety processes.

(c) The desired outcome of the Site Safety Standards function is to provide a consistent approach (where appropriate) that ensures Hanford Site workers have necessary safety and health processes to perform work safely on the Hanford Site.

(d) The Contractor shall:

- Implement the ISWSS Standards managed for DOE by the Contractor listed in Section J, Attachment J-3.
- Work collaboratively and build coalitions with OHC Site Contractors, labor leaders, and workers to continue to build a strong and enduring safety culture. Work with Contractor listed in Section J, Attachment J-3, OHCs, and workers to maintain existing Site Safety Procedures.
- Provide representatives to attend regular Sitewide Safety Program committee meetings.

C.3.2.4.3 Organizational/Safety Culture

(a) The Contractor shall adapt to DOE’s Hanford organizational and safety culture as directed in Section H clause entitled, Organizational/Safety Culture, and continuously improve organizational culture (Site core values and behaviors), safety culture, and safety conscious work environment, including implementation and utilization of programs/processes that support workers raising concerns without fear of retaliation. These programs/processes include, but are not limited to: Employee Concerns Program, the Differing of Professional Opinions Process; Ethics and Compliance Program/Process; and Alternative Dispute Resolution.

(b) The Contractor shall continuously promote a work environment where workers are encouraged to raise concerns. The Contractor shall define expectations, rigorously reinforce those expectations, and take actions to mitigate the potential for a chilling effect.

(c) Develop implement, and maintain a Safety Culture Sustainment Plan as directed by Section H clause entitled, Organizational/Safety Culture, within 120 days after transition.

(d) The Contractor shall conduct business in a manner fully transparent to DOE. Activities are demonstrated by open, clear, and well communicated management actions and technical and project documentation. Identified issues and trends are proactively shared with DOE.
(e) The Contractor shall champion a culture that rewards proactive self-identification and reporting of issues that identifies and takes action on systemic weaknesses leading to sustained continuous self-improvement.

(f) The Contractor shall provide DOE National Training Center safety culture training to senior and mid-level managers, front-line supervisors, and employees.

C.3.2.4.3.1 Event Notification, Reporting and Investigation

(a) Occurrences resulting from activities performed at DOE facilities or in support of DOE must be reported to notify DOE about events that could adversely affect the health and safety of the public or the workers, the environment, DOE missions, or the credibility of DOE. The Contractor must establish and implement operational practices to: ensure appropriate event notification for timely response; develop reports to ensure that DOE is informed about events that could adversely affect the health and safety of the public or the workers, the environment, DOE missions, or the credibility of DOE; promote organizational learning; investigate events to determine their impact and prevent recurrence based on significance.

(b) The Contractor shall make notifications and report events, as required by CRD O 232.2A entitled, Occurrence Reporting and Processing of Operations Information, and support DOE as required by CRD O 225.1B, Accident Investigation. In addition, the Contractor shall make notifications, report events, and follow investigation requirements of CRD O 231.1B entitled, Environment, Safety, and Health Reporting; or current version, and CRD O 436.1 entitled, Departmental Sustainability.

Notifications

(c) The Contractor shall establish and implement practices to ensure appropriate event notification for timely response, addressing the following elements:

- Procedures for internal, DOE, and external notifications, including events, persons to be notified, persons responsible to make notifications, contact information, and recordkeeping. If an event occurs while the Contractor is working in a facility operated by OHCs, the Contractor who has primary responsibility for the facility or activity shall make the event notification.

- Communication equipment for notifications.

(d) The Contractor shall notify the Designated DOE Representative for events such that real time notification of DOE Line Management occurs for personnel injuries, chemical exposures, work stoppages, and other situations that might receive public, regulatory, or DOE Headquarters (HQ) attention. In addition, the Designated DOE Representative shall be notified on a 24-hour basis of events that reach a threshold of notifying management, including non-reportable and adverse conditions. Specific criteria for Designated DOE Representative notification shall be, but are not limited to, the following:

- Workers receive occupational injuries or are exposed to hazards that result in transport to a first aid facility, a hospital, or cause the individual to be entered into a medical monitoring program.

- Workers are unexpectedly exposed to hazardous substances (e.g., Be, asbestos, mercury, and lead) in excess of regulated limits, or unplanned Immediately Dangerous to Life and Health Conditions.
When a stop work is invoked for a safety-related reason, by either workers or Contractor Management.

Whenever a situation is discovered that presents an immediate danger to workers, the environment, or the public, or when it is determined such a condition was known to exist and was not mitigated.

Whenever hazardous energy controls are found inadequate.

(e) The Contractor shall notify the Designated DOE Representative prior to conducting event investigations (e.g., critique, fact-finding). Notification will be made, allowing sufficient time for the Designated DOE Representative to attend.

Reporting

(f) The Contractor shall report occurrences resulting from activities performed by Contractor personnel and subcontractors in support of operation and other externally driven events (such as natural phenomena), categorize the occurrences, notify DOE as required, and prepare and submit Occurrence Reports. Reporting Programs shall include the following: Event or Condition Identification and Response, Event or Condition Categorization, Notifications, Occurrence Report Processing, Occurrence Investigation and Analysis, and Identifying Safety Performance Trends and Recurring Occurrences.

Investigation

(g) The Contractor shall establish and implement operations practices for investigating events to determine their impact and prevent recurrence, addressing the following elements:

1. Specific events requiring investigation and criteria for identifying other events or conditions to be investigated;

2. Designation of investigators and their training and qualification;

3. Investigation processes and techniques;

4. Causal analysis and corrective action determination;

5. Event investigation reporting, training, and trending; and

6. Responses to known or suspected sabotage.

(h) The Contractor shall support DOE accident investigations for accidents occurring on self-performed and subcontracted work activities, as required in current DOE Directives.

C.3.2.4.4 Property, Items, and Material Control

C.3.2.4.4.1 Personal Property and Materials Management Program

(a) The Hanford Site Personal Property Management Program managed by DOE’s Contractor listed in Section J, Attachment J-3 is an over-arching program, conducted in accordance with established DOE Directive and other regulations and laws. The Program includes the establishment, implementation and integration of Sitewide processes and procedures for centralized personal property management functions, such as recycling of precious metals and processing equipment that is no longer needed, through the excess property system. Tracking DOE-owned, Contractor-managed property (Sitewide) is accomplished by means of decentralized data entry into the primary property
management Sitewide database. The Program also manages the centralized storage and staging of equipment and inventory through the use of various onsite warehouses.

(b) The Contractor shall participate in and align with the Hanford Site Personal Property Management Program, managed by the Contractor listed in Section J, Attachment J-3, that provides for efficient tracking of accountable personal property Sitewide, management of the primary property management Sitewide database, including providing Sitewide property management reports, and other related systems, central recycling, excess property dispositioning, equipment transfers and loans, and maintenance of central warehouses and associated inventory.

(c) The desired outcome of the Hanford Site Personal Property Management Program is a personal property management system that enables effective and efficient stewardship of personal property assets, and optimum reuse and disposal of federal personal property.

(d) The Contractor shall manage a contract-specific Personal Property Management Program that aligns with the Hanford Site program that requires the following:

- Provide a contract-specific Personal Property Management Program (Property Management System) to DOE for approval within 60 days of completion of transition.
- Ensure the contract-specific Personal Property Management Program provides for identification, disclosure, and performance of normal and routine preventative maintenance and repair to DOE for approval within 60 days of completion of transition. The Contractor shall disclose and report to DOE the need for replacement and/or capital rehabilitation. Additionally, in accordance with DOE guidance, the Contractor shall complete the Deferred Maintenance and Repairs Disclosure for Personal/Capital Equipment Form by September 30th for each calendar year. Also for capital equipment not to be reported on by the Contractor, a request shall be submitted to DOE for approval of non-reporting.
- Work with the Contractor listed in Section J, Attachment J-3 and OHCs in establishing Sitewide policies and procedures.
- Conduct a complete wall-to-wall Physical Inventory, including bar coding and tagging as applicable, and provide a report to DOE within 90 days after completion of transition.
- Participate in the Sitewide personal property borrowing and loaning activities (domestically and abroad); loans of Government property to and from non-contractors, other DOE sites, and/or other agencies.
- Participate in the Sitewide precious metals recycling program.
- Provide reports regarding stores inventory, such as turnover ratios, value of onsite inventory, and inventory accuracy report.
- Maintain an accurate inventory through the life cycle of the Contract.
- Control of sensitive items and controlled substances for which the Contractor has control (e.g., hypodermic needles, syringes, and non-potable alcohol).
- Manage returnable containers and other items needing to be returned to manufacturers for credit.
- Generate required reports, to include at the minimum the following:
Report of Physical Inventory Results (in accordance with 41 CFR 109 entitled, *Department of Energy Property Management Regulations* [2016]). The frequency of physical inventories of personal property shall be as follows:

- **Equipment** – biennial 98 percent (98%) inventory accuracy.
- **Sensitive items** – annual 100 percent (100%) inventory accuracy.
- **Stores inventories** – annual;
- **Precious metals** – annual 100 percent (100%) inventory accuracy;
- **High Risk Personal Property** – annual 100 percent (100%) inventory accuracy; and
- **Other accountable property** – every three (3) years 98 percent (98%) inventory accuracy.

The following reports shall be delivered for DOE approval as required:

- Report of Loss, Damage, Destruction, or Theft;
- Reports of Sales and Exchanges;
- Motor Vehicle Fleet Reports;
- Plans and Procedures for Property Management Business System;
- Final Property Reports for physically completed or terminated contracts; and
- Special Reports for Motor Vehicles.

The following reports shall be delivered annually to DOE:

- Property Information Database System;
- General Services Administration (GSA) Report of Property Furnished to Non-Federal Activities.

### C.3.2.4.4.11 Disposition of Excess Personal Property

(a) When personal property in Condition Code 1, 4, or 7 is determined to be excess to the needs of this Contract, it shall be posted on the Sitewide Excess Personal Property Bulletin Board for seven days. If the asset is not reutilized on the Hanford Site, then the Contractor shall use the Contractor listed in Section J, Attachment J-3 for further and final disposition.

(b) The Contractor shall:

- Manage planning, coordination, asset isolation, cleanup, preparation for removal, transfer, and other activities required to complete the transfer of targeted assets.
- Process scrap metal, paper, wood, and recyclable materials through the Contractor listed in Section J, Attachment J-3.
- Disposition nuclear-related or proliferation sensitive property in accordance with the requirements of 41 CFR 109 and DOE O 474.2 Chp. 2 entitled, *Nuclear Material Control and Accountability*.
C.3.2.4.4.1.2 Inventory Management

The Contractor shall:

- Manage assigned inventory warehouses. Warehouse operations shall provide for tracking, storage and disbursement of inventory items. Participate with OHCs in performing an annual inventory with the Contractor listed in Section J, Attachment J-3 as the lead of the convenience storage warehouse and any other shared warehouses.

- Provide inventory management services to maintain appropriate levels of designated supplies and emergency response-related items, to ensure the timely availability of critical items.

- Manage the contract supply chain, and evaluate demand, usage trends, and programmatic requirements to reduce existing inventory to the lowest achievable levels.

- Establish the most cost-effective method to provide common-use and critical items, including onsite storage, just-in-time contracts, and basic ordering agreements.

- Prior to purchasing personal property, the Contractor shall follow the priorities for use of mandatory government sources listed in FAR Part 8.

- Maintain stock on hand or provide immediate access to critical items.

- Support the automated material systems required to provide customer access, accountability, and accountability storage items for the Hanford Site.

- Administer the spare parts program for this Contract. Those involved in the property excess/disposition program, may include OHCs, colleges and universities; primary and secondary schools; federal, state, and local governments (including GSA).

C.3.2.4.4.2 Real Property Asset Management

(a) The Contractor is responsible for compliance with all real property asset management requirements, federal rules and regulations, and all applicable laws, regardless of the entity performing the work and is responsible for flowing down real property requirements to its subcontractors to the extent necessary to ensure compliance. Real property includes land and anything permanently affixed to it, such as buildings, fences, and building fixtures (e.g., lights, plumbing, heating and air conditioning). The Facility Information Management System (FIMS) contains information on both DOE real property holdings, and provides DOE and Contractors with online access to DOE facility information. The system provides DOE with an inventory and management tool that assists with planning and managing real property assets.

(b) The Contractor shall comply with the requirements of DOE Requirements Document (DRD) #002, Real Property Asset Management, to implement DOE O 430.1C entitled, Real Property Asset Management, and interface with OHC in accordance with Section J, Attachment J-3. Contractors of the Hanford Site Contractors shall coordinate with each other to ensure this DRD #002 is implemented in a consistent, efficient, and compliant manner across the Hanford Site, and reflected in the life cycle planning and budgeting. This also includes a reliable FIMS that provides current, complete, and accurate information on real property holdings, enabling informed decision making in the planning, budgeting, operation, maintenance, and disposal of real property.
(c) The Contractor shall:

- Ensure financial investments in real property are aligned to meet DOE mission needs and requirements. Real property asset planning includes strategic and tactical planning with short-term and long-term forecasts, as documented appropriately in master plans, Infrastructure and Services Alignment Plan (ISAP), Five-Year Site Plan, and the Facility Master Plan being developed and maintained by DOE’s Contractor listed in Section J, Attachment J-3.

- Conduct periodic analyses of the current facility planning process and available tools to identify potential areas of improvement and to support efficient operations.

- Acquire commercial lease space, and mobile offices in accordance with Section H clause entitled, *Use of DOE Facilities, Commercial Lease Space and Mobile Offices*, in addition to following applicable federal laws and regulations.

Facilities Information Management System (Reporting Systems)

(d) The Contractor shall:

- Coordinate, with the Contractor listed in Section J, Attachment J-3, who is the lead, to provide FIMS data and meet the FIMS annual reporting requirements and timelines for the real property assigned to this Contract.

- Participate in the annual FIMS data validation effort, encompassing records review, onsite asset inspection, and validation of a select number of records. Support development of validation scorecard results and develop a corrective action plan, as applicable, for Contractor listed in Section J, Attachment J-3 submission to DOE on an annual basis.

- Support the Contractor listed in Section J, Attachment J-3 to develop real property performance measurement/metrics for the Hanford Site to trend life cycle management of real property assets.

General Purpose Facility Planning and Management

(e) The Contractor shall, with the Contractor listed in Section J, Attachment J-3, who is the lead, participate in the Joint Contractor Space Utilization Board composed of representatives from DOE and OHC to:

- Coordinate, manage and integrate office and warehouse needs across the Hanford Site to provide cost-effective, efficient, safe, and secure posture of real property to meet operating requirements. It encompasses multiple disciplines to ensure functionality and efficient utilization of the built environment by integrating people, systems, place, process, and technology.

- Evaluate the supply and demand of facilities for the Hanford Site with DOE and OHCs to collectively develop, maintain, and implement a strategy and objective to support and improve the effectiveness and efficiencies of facilities, as documented in the ISAP, Five-Year Site Plan, and Facility Master Plan being developed and maintained by the Contractor listed in Section J, Attachment J-3.

- Support data collection for facilities assigned under this Contract to facilitate space integration and utilization, workstation layouts and configuration controls, move planning and execution, repurposing space, administration of information, and building administration.
C.3.2.4.5  OccMed Requirements and Regulations

C.3.2.4.5.1  Health Care Accreditation

The Contractor shall achieve and maintain accreditation to standards of the Accreditation Association for Ambulatory Health Care as described in Section H entitled, Accreditation Requirements. Such accreditation shall be maintained throughout the Contract period.

C.3.2.4.5.2  Inspection

The Contractor’s workspace may be inspected periodically for regulatory or contract compliance. Abatement of non-compliance will be the responsibility of the Contractor, as determined by the Government. The Contractor shall provide support to DOE organizations, assessment teams, Inspector General, United States Government Accountability Office (GAO), and the DOE or OSHA inspector if a complaint is filed or an investigation or inquiry is initiated on a company worker.

C.3.2.4.5.3  Professional Development

The Contractor shall ensure that personnel attend appropriate continuing education courses, conferences, and/or seminars annually, or as required, to maintain competency, technical skill, and certification requirements and ensure that applicable employees maintain membership in appropriate professional organizations.

C.3.2.4.5.4  Other Direct Costs

The Contractor shall furnish (except as expressly set forth in this Contract as furnished by the Government) all personnel, facilities, janitorial services (main clinic), equipment, materials, supplies, and services and otherwise do all things necessary for, or incident to, the performance of work described in Section C entitled, Firm-Fixed-Price Occupational Medical Services, and other sections of the Contract not specifically identified as CR or IDIQ scope. Personnel includes providing a “readiness to serve” level of staffing. Materials, supplies, services, and other non-labor costs include, but are not limited to insurance, laundry, uniforms, office supplies, printing, postage (to include shipping/delivery), licenses/accreditation/professional fees, recruiting expense, educational assistance, relocation, training, onsite exams and tests, medical and general supplies, software and systems and associated fees and cost, microfilming, educational pamphlets/materials/resources, book/magazine subscriptions, PPE, cell phones and stipends.

C.3.2.4.6  Quality Assurance

(a) Contractors are required to implement Quality Assurance Programs (QAP) that provide confidence that quality is achieved. The QAP shall be implemented using a graded approach, based upon the relative importance of the activity and the potential consequences of failure.

(b) QAPs apply to Contract requirements and are not limited to environment, safety, and health functions. The Contractor shall develop and implement a QAP that complies with current DOE Directives.

(c) The desired outcome is a QAP that ensures that products and services provided or performed by the Contractor are of a high quality and meet or exceed stated requirements.

(d) The Contractor shall:
• Establish, implement, and maintain a QAP that meets the requirements specified in the Section H clause EM-H-1001 U.S. entitled, Department of Energy Office of Environmental Management Quality Assurance Program (QAP).

• Submit a QAP for DOE approval in accordance with DOE O 414.1D entitled, Quality Assurance, and EM-QA-001 entitled, EM Quality Assurance Program, prior to performing work for the Contract. The documented graded approach and the QAP may be submitted for DOE approval as standalone documents.

• Ensure that programs provide for prevention of Suspect/Counterfeit Items.

C.3.2.4.6.1 Requirements Management Program

(a) The Contractor shall manage requirements through the incorporation and utilization of the Government-furnished requirements management software, and implement the Sitewide Business Standard for Requirements Management. The Contractor shall maintain the approved system and the Sitewide Business Standard for Requirements Management for the life of the Contract and shall ensure DOE can utilize the system.

(b) In addition to the instructions, procedures, and drawings requirements specified in Section H clause EM-H-1001, entitled, U.S. Department of Energy Office of Environmental Management Quality Assurance Program (QAP), the Contractor shall implement a requirements management system that entails managing legal, regulatory, contractual and technical requirements, and enduring commitments of a project to ensure and maintain alignment between those requirements and the project’s implementing plans, activities and work products. The Requirement Management Program encompasses the tasks of establishing a requirements baseline, crediting the documented implementing provisions, and maintaining bidirectional traceability to and from implementing provisions, under change controls and maintaining configuration management.

(c) As a program/project management function, the purpose of requirements management is to manage requirements of the Contractor’s programs, processes, products and product components, and to ensure alignment between those requirements and the Contractor’s implementing plans, work instructions, and work products.

(d) The desired outcome is the implementation of an effective requirements management program that establishes and maintains a complete requirements dataset that provides bidirectional traceability to implementing provisions, and from those documented implementing provisions back to applicable requirement sources. The requirements sources include, but are not limited to, direct contractual provisions; applicable CRDs; applicable DOE Directives; applicable federal, state, and local regulatory requirements; permit provisions; applicable DOE Standards; applicable Hanford Site standards; adopted industry standards; adopted guidance; enduring commitments from enforcement actions or corrective actions; and demonstrating that applicable requirements are adequately implemented within the Contractor’s documented programs, plans, procedures, and/or work instructions.

(e) The Contractor shall:

• Develop, document, and implement an effective requirements management system that satisfies the requirements described within the Sitewide Business Standard for Requirements Management.

• Incorporate and utilize requirements management software.
C.3.2.4.6.2 Procedure Management

(a) The Procedure Management System provides electronic processing and delivery for the DOE procedure system documents on the intranet. DOE provides technical procedure content, and the system and associated services is provided by the Contractor.

(b) The Contractor shall:

- Provide, implement, administer, and maintain a Procedure Management system.
- Provide initial and reoccurring training on its use at a frequency necessary to maintain capability and proficiency.
- Develop and maintain a Procedure Management Standard and Procedure Management Procedure for DOE approval; changes to these shall be approved by DOE.
- Coordinate and interface with DOE to maintain the configuration of the process and the Standard and Procedure.
- Utilize commercially available off-the-shelf software.
- Monitor program costs and identify cost efficiencies. Costs shall be measured and reported to DOE annually or as requested by DOE.

C.3.2.4.6.3 Control of Purchased Items and Services

In addition to the control of purchased items and services requirements specified in Section H clause EM-H-1001, entitled, U.S. Department of Energy Office of Environmental Management Quality Assurance Program (QAP), the Contractor shall develop and implement, if applicable to the work scope, a commercial-grade dedication program that incorporates the guidance of EPRI 2014 entitled, Technical Report Plant Engineering: Guideline for the Acceptance of Commercial Grade Items in Nuclear Safety Related Applications. This program shall be described in detail in the Contractor’s QAP and approved by DOE.

C.3.2.4.6.4 Quality Assurance Requirements for Computer Software for Nuclear Facility Applications

The Contractor, in addition to the software requirements contained in the QA program specified in Section H clause EM-H-1001, entitled, U.S. Department of Energy Office of Environmental Management Quality Assurance Program (QAP), shall develop and implement a software program that incorporates the guidance of the Institute of Electrical and Electronic Engineers (IEEE) Software Engineering Standards listed in Section Attachment J entitled, Requirements Sources and Implementing Documents—2, or other IEEE standards that are applicable to the Contractor’s scope of work. This guidance shall be incorporated into the Contractor’s program when addressing software life cycle activities, such as requirements identification, software design, software test planning and testing, and software verification and validation. This program shall be described in detail in the Contractor’s QAP and approved by DOE.

C.3.2.4.7 Contractor Assurance System

(a) Contractor Assurance System (CAS) is an integral component of a Contractor’s management systems and DOE’s Enterprise Risk Management. The DOE integrates its oversight activities with CAS to confirm the adequacy of the Contractor’s internal controls and integrated management systems.
(b) CAS is designed and utilized by Contractors to manage performance consistent with Contract requirements. CAS enables the corporate parent, if applicable, to assess performance, provide data to the Contractor’s management decision-making process, and allow the Contractor to more effectively manage processes, resources and outcomes. CAS provides clear communication of the mission and operational performance and enables DOE to responsively determine the necessary level of federal oversight based on mission goals and needs. Under CAS, Contractors provide reasonable assurance that their management controls are effective and efficient. CAS are risk-based systems that focus on outcomes and seek to minimize performance risk.

(c) Contractors are expected to responsibly oversee their own work, identify concerns, and reliably report unexpected adverse outcomes in order to address and prevent recurrence. CAS cover the full scope of Contractor operations and is applied to operating and business functions, including systems for the protection of the worker, public, environment, property, business, and financial matters.

(d) The desired outcome is a comprehensive, robust system of integrated management processes that inform management decision making and enable the Contractor’s accomplishment of mission in an effective, efficient, safe, and secure manner. The transparency of these systems enables the DOE’s oversight to be accomplished efficiently and effectively, by utilizing and leveraging the outcomes and information from effective CAS implementation.

(e) The Contractor shall:

1. Develop and implement an effective CAS as described in CRD O 226.1B entitled, Implementation of Department of Energy Oversight Policy.

2. Implement the Hanford Sitewide Business Standard for Contractor Assurance Systems, as described in Section J, Attachment J-3.

3. Submit an initial Contractor assurance description to the CO for DOE review and approval, within 60 days after NTP. That description must clearly define processes, key activities, and accountabilities. An implementation plan that considers and mitigates risks should also be submitted, if needed, and should encompass all facilities, systems, and organization elements. Once the description is approved, timely notification must be made to the CO of significant assurance system changes prior to the changes being made.

4. Incorporate and utilize the CAS software business enterprise suite as described in Section J, Attachment J-3.

5. Benchmark CAS best practices, and share lessons learned data, information, and feedback via the OPEXShare online network.

6. Participate in the CAS forum as described in Section J, Attachment J-3.

**C.3.2.4.8 Management of Pension and Benefit Plans for which DOE Reimburses Costs**

(a) The Contractor will have certain responsibilities regarding sponsorship, management and administration of pension and other benefit plans for certain retired Contractor employees associated with work under a previous DOE occupational health services contract. The requirements associated with these responsibilities are set forth in the Sections H.5, H.6 and H.7.

(b) This does not include contributions to fund the benefit plans discussed in Section C entitled, Pension and Benefit Plan Contribution.
C.3.2.5 Information Management

C.3.2.5.1 Records

(a) The Contractor shall conduct records management in accordance with 44 USC Chapters 21, 29, 31, 33, and 35; 36 CFR Chapter XII entitled, Subchapter B Records Management; the current DOE Records Management Program and Vital Records Orders in Section J, Attachment J-2 entitled, Requirements Sources and Implementing Documents. These functions include, but are not limited to, tasks associated with creation/receipt, maintenance, storage/preservation, protecting, scheduling, indexing and dispositioning active and inactive records; retrieving records from on and offsite storage facilities in accordance with Section J, Attachment J-3 and supporting ongoing Freedom of Information Act (FOIA), Privacy Act, EEOICPA Workers’ Compensation, Former Worker Medical Screening Program, CBDPP (Chronic Beryllium Disease Prevention Program), Congressional inquiries, litigation holds, and legal discovery requests to ensure that records in electronic information systems can provide adequate and proper documentation for as long as the information is needed.

(b) All Records (see 44 USC 3301 for statutory definition of a record) acquired or generated by the Contractor in performance of this Contract, except for those defined as Contractor owned (see Section I, DEAR 970.5204-3 entitled, Access to and Ownership of Records), and including, records from a predecessor Contractor (if applicable) and records described by the Contract as being maintained in Privacy Act systems of records, shall be the property of the Government.

(c) The Contractor shall prepare and maintain, submit for DOE approval, and execute an approved Records Management Plan, which addresses at a minimum, Records Disposition Plan, Vital Records Program Plan, Vital Records Update, and Records Management Close Out Plan consistent with records management regulations specified therein.

C.3.2.5.1.1 General Records

(a) The Contractor shall ensure that records generated in the performance of the Contract containing personal information routinely retrieved by name or other personal identifier are classified and maintained in Privacy Act systems of records in accordance with FAR 52.224 2 entitled, Privacy Act (Apr 1984) and CRDDOE O 206.1 entitled, Department of Energy Privacy Program.

(b) The Contractor shall preserve and disposition records in accordance with National Archives and Records Administration approved records disposition schedules. (Note: Records retention standards are applicable for the classes of records described therein, whether or not the records are owned by the Government or the Contractor [DEAR 970.5204-3]).

C.3.2.5.1.2 Medical Information and Records Management

(a) The Contractor shall protect the privacy of employees and the confidentiality and physical security of all employee medical records and provide access to employee medical and behavioral health records in a manner consistent with all applicable laws and regulations, including:

• The Privacy Act, as codified in 10 CFR 1008 entitled, Records Maintained on Individuals (Privacy Act); and

• 29 CFR 1910.1020 entitled, Access to Exposure and Medical Record; and

• The Health Insurance Portability and Accessibility Act, as codified in 45 CFR Part 160, Subparts C, D, and E (HIPAA).
(b) Provide copies of medical records to other professional medical and behavioral health providers and third-party medical claim administrators as appropriate and in a manner consistent with applicable laws and standards (e.g., the Privacy Act, Health Insurance Portability, and Accountability Act). The current electronic system for health information is UL’s Occupational Health Manager (OHM), with approximately 5,082 cubic feet of physical paper, 268 cubic feet microfilm/microfiche records and approximately 3,003 cubic feet of x-ray film as the official record copy. DOE will be transitioning from OHM to Medical Informatics Engineering’s (MIE) Enterprise Health electronic health record (EHR) system during 2019. System implementation will be handled by DOE’s Information Technology (IT) & Systems Integration Contractor, and major scanning and digitization projects will be handled by DOE’s special scanning projects Contractor. The OccMed Contractor shall be responsible for coordinating with the other project participants and providing SMEs during the transition. The current records are located in three locations that include the main Richland, WA Clinic, the Records Holding Area located in Richland, WA, and the Federal Records Center located in Seattle, WA. DOE’s expectation is that when the transition is complete, the Government-Furnished MIE EHR will be the official electronic health record for the Hanford Site.

(c) The Contractor shall use the Government-Furnished EHR system and manage clinical specific configuration of the EHR within the constraints of the system.

(d) The EHR system is a comprehensive computerized system to utilize IT to organize and record medical examination processes and file the resulting medical records. This system will also enable the Contractor to easily retrieve and perform analysis on the data for such purposes as epidemiological research and preparation of custom designed reports.

(e) The Employee Job Task Analysis (EJTA) is a function within the EHR. The EJTA is used to document workers’ essential job functions, physical job requirements, medical qualifications, potential exposures, etc. The EJTAs will be prepared by DOE, OHC Site Contractors, and the workforce and be provided to the Contractor for processing to determine medical programs using the Risk Management Medical Surveillance (RMMS). EJTA is a name given to a function/process/software used to help comply with 10 CFR 851 requirements using the RMMS. The RMMS is a Hanford developed software system that analyzes EJTA data and assigns medical monitoring and qualification requirements.

(f) The Contractor has responsibility to maintain all active and legacy medical records (hard copy and digital).

(g) The Contractor shall:

- Operate and maintain a central Work Restriction Registry for documenting worker restrictions and communication of work restrictions to Site employers (see Section J, Attachment entitled, Government-Furnished Services/Information J-9).
- Provide support to DOE and OHC Site Contractors through the collection and analysis, when requested, of employee health data for the purpose of early detection and prevention of occupational and non-occupational illnesses and injuries, thereby reducing morbidity and mortality.
- Maintain accurate and complete medical records for the Site workforce on behalf of DOE. The medical records shall document all histories obtained, all evaluations, all first aid provided, and all tests performed, including laboratory and clinic tests, exams, surveillance protocols, and
qualification tests. The medical records of the Hanford workforce shall reside on a Government-furnished EHR system.

- Ensure that information contained in the employee medical record is sufficient to provide data for use in job placement, health maintenance, evaluation, first aid, and rehabilitation of occupationally-related conditions, and epidemiological studies and to help DOE and Site Contractor management with program evaluation and improvement.

- Ensure that employees have access to their medical records upon receipt of a signed release by the employee or by their designate or third party with a notarized designation.

- Ensure that medical records (hard copy or electronic) are available for review. To include additional medical information provided by the employee from their private doctors or other medical facilities. It is projected that the Contractor will have to digitize employee provided documentation at approximately 200 pages per month.

- Create a new medical record for all individuals receiving care. However, a few specific circumstances may arise for categories of individuals or services where a new medical record is not required (e.g., persons likely to receive a one-time minimal service, such as an influenza vaccine). Before establishing categories of this type, permission shall be obtained from the DOE CO. In all cases, even when there is no medical record, documentation of all services shall be maintained in a retrievable format.

- Vital records are required to meet CRDDOE O 243.1B Chg. 1 entitled, Records Management Program.

- Medical records (both hard copy and electronic) developed during past contract years will be transferred to the new Contractor and will be subject to DEAR 970.5204-3 entitled, Access to and Ownership of Records. All medical records (both hard copy and electronic) remain the property of the Government.

- Provide timely, accurate, and complete responses to Release of Information requests by DOE to comply with FOIA, Privacy Act, and other requirements.

C.3.2.5.2 Strategic Planning, Governance, Enterprise Architecture, and Program Management

The primary goal of the Strategic Planning, Governance, Enterprise Architecture, and Program Management scope of work is to enable the successful execution of the Hanford mission and associated activities by providing effective, efficient, and innovative Information Management (IM) and IT, maintenance of Hanford Site technical data in support of regulatory decision-making, and long-term stewardship. The Contractor shall participate in a Governance Advisory Board (Board) composed of key Contractor and federal senior IT managers and stakeholders. The Board will provide policy guidance, advice, and assistance in the definition, design, and implementation for the IT Program. In addition, the Board serves as the core group providing advocacy for IT services and infrastructure business and technology across the Hanford Site. The governance function will work to foster full integration between the Hanford Enterprise Architecture (EA) and Capital Planning and Investment Control (CPIC) processes, including strategic planning, investment management, and portfolio management. The Governance entity serves as the focal point for the development and coordination of Hanford Sitewide policy and guidance, including standards and best practices for IT services and infrastructure. This team is responsible for establishing common terminology definitions and frameworks, including policies, standards, processes, and procedures. Unless otherwise noted or directed, IT deliverables from the Contractor should be mature
and actionable packages, which are subject to review by the Board and final approval by the Hanford Federal Chief Information Officer.

- **IM Capital Planning – CPIC** is an IM process to ensure that IM resources are used effectively and efficiently. The process aligns IM plans with DOE’s strategic vision and mission requirements to ensure that managers have accurate and meaningful information for IM decision making. This includes the utilization of risk management plans, critical information on a proposed IM investment’s overall value to the organization, the return on the investment, and measures of performance. The general coordination and management of CPIC is handled through DOE or a separate DOE integration agent. The Contractor shall execute this Contract in accordance with the Office of Management and Budget Circular No. A-130 entitled, Management of Federal Information Resources, and provide detailed input into the ongoing CPIC process, including but not limited to, IT investment cost, schedule, and risk. This also includes responding to occasional data calls for more detailed IT investment and performance information.

- **IM Strategic Planning and Architecture – IM Strategic Planning and EA** are handled through DOE or a separate DOE integration agent. The Contractor’s participation in the Board will sufficiently engage them in Strategic Planning and EA.

- **Site Standards – Site IM Standards** are managed through DOE or a separate DOE integration agent via the Board. The Contractor will adhere to established Site IM standards.

### C.3.2.5.3 Information Management Technical

(a) **IM** – To include traditional IT, records, and other associated areas is vital to successful accomplishment of the mission. The Hanford Site has a robust set of IM programs, provided and overseen through DOE. The Contractor is not expected to be an expert in IT, as many of the necessary systems and services are provided. Where there are areas of IM scope that are applicable to the Contractor, they are noted below. More detailed information on the IM products and services can be found in Section J, Attachment J-3.

(b) **Cyber Security** – In accordance with applicable clauses in Section H and Supplemental CRDs (such as, DOE CRD 205.1B), the Contractor is responsible for ensuring the confidentiality, integrity, and availability of any information or information systems under its purview. Many of these cyber security services may be provided via Section J, Attachment J-3.

(c) **Business Management Systems** – The Business Management System (BMS) is a collection of various enterprise IM investments that provide core business functions such as Enterprise Resource Planning (ERP), Business Intelligence, and other related functions. BMS is managed through DOE or a separate DOE integration agent. In accordance with the business and mission requirements outlined in this and other sections of the Contract (e.g., Section H clause DOE-H-2022 entitled, Contractor Business Systems), the Contractor shall utilize BMS information systems and services, as necessary and sufficient, to support ERP and other business functions.

(d) **Occupational Health Website** – The Contractor shall update and maintain the content for an Occupational Health website to provide health information to the workforce and obtain customer (Site workforce) satisfaction feedback. The web-hosting services are managed via Section J, Attachment J-3.

(e) **Infrastructure** – Systems brought to the Contract by the Contractor shall be compatible with the systems utilized by DOE.
(f) Industrial Control Systems (ICS)/Supervisory Control and Data Acquisition (SCADA) systems – The Contractor shall comprehensively identify its SCADA/ICS and feed this information into the Business Impact Assessment process conducted by DOE or DOE integration agents. The Contractor shall extend and integrate IT practices, programs, procedures, and requirements (engineering, configuration management, governance, architecture, cyber security, etc.) to its SCADA/ICS. Specialized cyber engineering services are available through Section J, Attachment J-3.

(g) Software distribution and license management – The Contractor will have access to DOE or DOE integrator agent managed software assets covering many common business and mission needs. More details can be found in Section J, Attachment J-3 and Section J Attachment entitled, Government-Furnished Services/Information J-9.

C.3.2.6 Interactions

C.3.2.6.1 External Affairs

(a) External Affairs includes information and involvement programs to reach diverse external parties interested in the Hanford Site (e.g., Tribal Nations, stakeholders, news media, elected officials and their staff, local community officials, and the public) with the status, challenges, and objectives of the cleanup work.

(b) For external constituencies, the Contractor shall anticipate specific areas of concern, interest, or controversy, and employ appropriate communication strategies that inform and involve, ensuring close coordination with DOE Communications personnel throughout. DOE retains the primary role in directing the timing, substance and form of public information and must approve products and outreach.

The desired outcome is a wide-ranging and inclusive External Affairs/Public Relations program that provides timely responses to DOE requests for information and assistance, outreach to keep external constituencies informed about work under the contract, an effective Hanford website, and integrated and effective Site tour planning.

(c) The Contractor shall:

- Submit an External Affairs Program Description for DOE approval within 30 days after NTP that provides a comprehensive description of the External Affairs Program, staffing, products and services, with an emphasis on innovative approaches to communications.

- Provide timely, accurate, and complete responses to information requested by DOE to comply with FOIA and Privacy Act requirements.

- Develop, plan, and coordinate proactive approaches to dissemination of timely information regarding DOE unclassified activities. Proactive communications or Public Affairs Programs will include or make use of a variety of tools including, open houses, newsletters, press releases and/or conferences, audio/visual presentations, speeches, forums, and tours. The Contractor shall implement this responsibility through coordination with DOE in such a manner that the public, whether it is the media, citizen’s groups, private citizens or local, state or federal government officials, has a clear understanding of DOE activities at the Hanford Site.

- Maintain effective interactions with local, regional, national and international news media. Provide information and/or resources as requested in support of DOE media interactions.
- Work with DOE to inform and involve the Tribal Nations as part of cleanup decision making processes, in accordance with the DOE American Indian and Alaska Native Tribal Government Policy and Implementation Guidance. Support and coordinate with DOE on the ongoing technical staff interactions to ensure that affected tribes can be involved early and often in activities.

- Inform and involve the public, citizen’s advisory boards, and other interested parties in proposed plans and activities. Provide strategy and resources for required public comment and outreach processes related to upcoming decision-making (e.g., National Environmental Policy Act of 1969 and Comprehensive Environmental Response, Compensation, and Liability Act of 1980).

- Reach out to the communities affected by the Hanford Site to provide information, answer questions, and gain feedback, when requested by DOE.

- Participate in tour planning and preparation, and make facilities and personnel available as requested by DOE. Visits to the project Sites shall be part of ongoing communication and outreach activities.

- Provide the Contractor listed in Section J, Attachment J-3 with current information related to the Contract scope to assist in maintaining the external Hanford Site website.

- Participate in meetings and briefings to update interested external parties on Contract activities, when requested by DOE.

- Provide ongoing support to DOE in the preparation of communication materials, such as presentations, fact sheets, specialized graphics and charts, large posters, and up-to-date photography.

- Coordinate internal employee communication products through DOE for review and approval, if they are related to issues/incidents that have the potential to garner external media and stakeholder interest.

- Receive DOE approval prior to externally releasing information related to the Hanford Site.

C.3.2.6.2 External Review and Support

(a) External review and support to DOE involves providing support during audits and assessments by the following entities having oversight responsibility for DOE and its Contractors:

- GAO;
- Office of Inspector General (OIG); and
- Other Government and DOE oversight and organizations.

(b) The Contractor shall support DOE and the Contractor listed in Section J, Attachment J-3 in hosting staff from auditing and assessing organizations, providing required presentations, responding to information requests, and by providing required SMEs to respond to questions and information requests.

(c) The Contractor shall:

- Support GAO, OIG, and other Government and DOE oversight activities by:
  - Providing subject matter expertise.
Cooperating with assessors and auditors, and providing access to work areas, personnel, and information.

Providing support during audits and assessments, including delivering information within a specified time, arranging briefings, preparing presentation materials, maintaining a record of documents provided in response to requests, and making this record available to DOE as requested.

- Provide support as appropriate for each of the following: OIG, GAO, and other assessing Government and DOE oversight organizations (including the DOE Office of Enforcement).

C.3.2.7 Hanford Site Interface Management

(a) Interface Management is a key Site function for the effective and efficient delivery of services between Contractors on the Hanford Site. It is also an integral part of resolving issues from detailed field operations to establishing high level policy between senior Contractor management. Interface Management success is defined by the results that stem from two or more organizations working together to develop solutions within the parameters of their contracts. The role of Interface Management is to solve issues in the best interest of the Government at the lowest level possible in the respective organizations.

(b) The Contractor shall adopt existing interface agreements, processes, and Site work schedules as related to Section J, Attachment J-3. Changes to those agreements, processes, and work schedules as related to interface management shall be executed in accordance with this section C and Section H clause entitled, Hanford Site Services and Interface Requirements Matrix.

(c) The Contractor shall participate in developing a Hanford Site interface governance policy to be signed by all Hanford Site Contractors. The policy outlines the interface management documents and business structure, including change control processes and hours supported by Section J, Attachment J-3, direct funded services, to be used in executing the hundreds of work transactions which take place daily between the various Hanford Site Contractors. The Hanford Site interface governance policy also helps to illustrate the different interface types and processes for managing these inter-contractor transactions, including Service Delivery Documents, Memorandums of Agreement, Administrative Interface Agreements, Interface Control Documents (ICD), and WTP-ICDs.

(d) The Contractor and OHCs shall make every effort to improve mutual understanding and cooperation and to seek resolutions in the best interest of the Government and Hanford Site mission completion, as opposed to an individual Contractor’s best interest.

(e) The Contractor shall appropriately document, execute, and manage interfaces and agreements made with OHC’s, DOE, and other Site users in accordance with Section J, Attachment J-3, Section H clause entitled, Hanford Site Services and Interface Requirements Matrix, and other documented interfaces. Interface agreements shall detail the requirements of the interface including: boundaries and constraints, standard and special service circumstances as well as any nuclear safety, quality assurance and control, health, safety, Site access, schedule concerns, and/or environmental protection requirements.

(f) The Contractor shall provide input to the Contractor listed in Section J, Attachment J-3 to support development and maintenance of the interface management processes and storage of the interface agreements.
(g) The Contractor shall provide input to the Contractor listed in Section J, Attachment J-3 to support the development of periodic updates to the Hanford Site Services and Interface Requirements Matrix. The Contractor listed in Section J, Attachment J-3 is responsible for submitting the Hanford Site Services and Interface Requirements Matrix to DOE. The Contractor shall concur on any changes to the matrix prior to the Contractor’s, listed in Section J, Attachment J-3, submittal to DOE.

(h) Within six months of completion of transition of the last Contractor identified in Section J, Attachment J-3 the Contractor shall participate in a review of the Hanford Site Services and Interface Requirements Matrix, which shall be led by the Contractor listed in Section J, Attachment J-3, with cooperation and participation of the OHCs. Proposed and agreed upon changes to the Hanford Site Services and Interface Requirements Matrix will be submitted, by the Contractor listed in Section J, Attachment J-3 to DOE for incorporation into Hanford Site contracts.

(i) The Contractor shall participate in the Sitewide Contractor Leadership Council (CLC) and Contractor Interface Board (CIB) to improve overall delivery of effective accomplishment of the Hanford Site mission. The council is comprised of Hanford Site Contractor Presidents, with participation from DOE Field Offices’ Representatives. Hanford Site Contractors shall attempt to resolve interface issues through the CIB prior to escalating an issue to DOE.

(j) The ISAP and Facility Master Plans incorporate a strategic vision and describe the activities necessary to integrate the Contractor’s, listed in Section J, Attachment J-3, responsibilities with those of OHCs, to right-size the infrastructure and services, and to maintain the capacity of infrastructure systems provided for the Hanford Site over its life cycle. The ISAP identifies opportunities to re-engineer or replace systems as necessary in a timely and coordinated fashion. The ISAP includes an approach for taking advantage of new technologies and business practices that make good business sense from a cost and schedule perspective.

(k) The Contractor shall provide input to the annual update of the ISAP. The Contractor, listed in Section J, Attachment J-3, will develop, maintain, and update the master ISAP, and submit the ISAP on an annual basis to DOE for approval. The Contractor shall concur or non-concur on the ISAP prior to the Contractor’s, listed in Section J, Attachment J-3, submittal to DOE.

(l) The Contractor shall provide input to the projection of needed utilities, services, and infrastructure through the Facility Master Plans, or as requested.

C.3.2.7.1 Occupational Medical Interface Management

(a) Interface Management is a key Site function for the effective and efficient delivery of occupational medical services and assists in managing in-and-out-bound service requirements between the Contractor and OHCs and is an integral part of resolving issues. The role of Interface Management is to solve complex and diverse issues at the lowest level in the respective organizations to maximize efficiency, worker productivity, and ultimately the safety and health of the workforce with respect to occupational medical services and delivery.

(b) The OccMed Contractor shall proactively engage with the OHCs, workforce, and DOE to assure the safety and health of the workforce, avoid misunderstanding and miscommunication associated with services and support, and effectively anticipate emerging issues and trends related to occupational health.

(c) The Contractor shall utilize available management tools and best industry practices to execute an agile and effective occupational medical services Interface Management function.
(d) The Contractor shall forecast, trend, adapt, and re-align to meet the changing business, policy, and other environments and DOE decisions (e.g., actions from third-party assessments, commitments with stakeholders, etc.). This includes being flexible and acting as a cultural change agent for the DOE at Hanford.

C.3.2.7.2 Site Integration

(a) The Contractor shall support the Contractor listed in Section J, Attachment J-3, who is the integrator, to participate in and support the implementation of the governance policy, develop forward-looking forecasts as requested, identify longstanding or emerging cross-cutting issues that affect efficient Hanford Site operations, provide recommendations for improvement, and resolve cross-cutting issues. The Contractor shall participate in the CLC Contractor Leadership Council, and support the Contractor listed in Section J, Attachment J-3, who is the lead, in crosscutting inter-contract Site integration opportunities (i.e., business systems, training), and DOE directed integration initiatives.

(b) The Contractor shall, as the occupational medical service provider, demonstrate effective Hanford Site Integration, including, but not limited to, providing recommendations for improvement and proactively engaging at all levels to resolve issues and concerns of OHCs and the workforce as it relates to occupational medical issues (i.e., workforce and stakeholder concerns with chemical, physical, biological, and ergonomic hazards). The Contractor shall consider the impacts and concerns and provide recommendations internally, to the OHCs, and/or to DOE for corrective actions, work process modifications, updates to EJTAs, or preventative measures as appropriate to provide for the safety and health of the workforce.

(c) The requirement for this scope of work is an effective Interface Management function that results in an open, collaborative, and effective partnership, which enables the anticipation and/or identification and timely resolution of issues that potentially impact all or a considerable portion of the Hanford workforce.

C.3.2.7.2.1 Interface Support to DOE and Hanford Site Contractors

(a) The Contractor shall establish regular and collaborative interactions with OHCs, Site workforce, and other stakeholders as appropriate (i.e., community partners, local hospitals, etc.). Such interactions should include, but not be limited to, meetings, lectures, worksite visits, or open door onsite times for meetings with the Site workforce.

(b) The Contractor shall make OccMed integrator decisions that are in the best interest of the Government and the safety and health of the workforce, without regard to individual Contractor operating interests in order to be a trusted agent and transparent with its customers to include the OHCs, workforce, and DOE.

C.3.2.7.3 Risk Communication

The Contractor shall provide risk communication support that demonstrates responsiveness to mission needs and provides for effective implementation or actions to address concerns of and/or increase knowledge of the workforce. The Contractor shall engage and interface with other stakeholders including the DOE, OHCs, workforce, community, and local medical societies.

C.3.2.7.3.1 Risk Awareness and Education

The Contractor shall, at a minimum, raise awareness of the occupational medical services; medical programs and testing; signs, symptoms, and treatment for things such as Be, CBD, and relative attributes of Sarcoidosis as compared to CBD.
C.3.2.7.4 **Field/Facility Worksite Visits**

(a) The Contractor shall ensure that occupational health providers, including the SOMD, all physicians, Risk Communicator, and all mid-level practitioners are familiar with employee job tasks, worksite environments, and existing or potential health hazards. Familiarization and assessment of accuracy shall be accomplished by reviews of EJTAs, interviews with workers and supervisors, and personal visits to worksites and facilities.

(b) The information obtained from these interviews and visits may form the basis for recommendations to Hanford Contractors and/or DOE for corrective actions, work process modifications, updates to EJTAs, or preventive measures.

C.3.2.7.4.1 **Worksite Visit Preparation**

(a) The Contractor shall ensure that visits, when appropriate, are coordinated with IH, health physics, and safety personnel and management, and should include a review of materials, processes, and procedures used with emphasis on chemical, physical (including ionizing radiation), biological, and ergonomic hazards.

(b) The Contractor shall ensure that visiting personnel have appropriate clearances when visiting facilities that require clearances and will coordinate with the host organization to ensure that proper PPE is provided to visiting personnel during worksite visits. Such equipment is provided at the expense of the host organization.

C.3.2.7.4.2 **Worksite Visits**

The Contractor shall ensure that worksite visits are conducted at least once a month by each occupational health provider described above, who shall document the results of the visit on a Report of a Facility/Site Visit Form, and distribute with a copy provided to the representative of the host organization.

C.3.2.8 **Security and Emergency Services**

C.3.2.8.1 **Safeguards and Security Management**

C.3.2.8.1.1 **Safeguards and Security Program Management**

(a) The Contractor shall coordinate and interface with the Contractor listed in Section J, Attachment J-3 and its subcontractors who provide SAS services (e.g., Hanford Site access control, security police officers, vulnerability analysis, etc.).

(b) The Contractor shall perform the following SAS program management functions.

C.3.2.8.1.2 **SAS Program Planning, Oversight, and Administration**

(a) The Contractor shall identify and coordinate their SAS operational planning activities with the Contractor listed in Section J, Attachment J-3, operational planning activities on a Hanford Site wide basis.

(b) The Contractor shall provide SAS technical, cost, and schedule performance information to the Contractor listed in Section J, Attachment J-3.

C.3.2.8.1.3 **Security Conditions**

(a) The Contractor shall conform to and comply with the DOE security conditions system.

(b) The Contractor shall comply with any protective measure requirements that may be implemented in the event of a crisis or emergency and/or in response to a malevolent or terrorist threat to any or all DOE facilities, assets, and personnel.
C.3.2.8.1.4  Site Safeguards and Security Plan and Other SAS Plans
The Contractor shall provide information to the Contractor listed in Section J, Attachment J-3 in support of maintaining the Hanford Site Safeguards and Security Plan and other SAS plans.

C.3.2.8.1.5  Vulnerability Assessments
The Contractor shall provide the necessary operational and technical expertise in support of the preparation of vulnerability assessments, security analyses, and special SAS studies and evaluations as identified by the Contractor listed in Section J, Attachment J-3 for the Hanford Site.

C.3.2.8.1.6  Design Basis Threat
The Contractor shall implement SAS actions, procedures, and/or processes as assigned by DOE that are necessary to comply with DOE Design Basis Treat (DBT) requirements. Overall DBT implementation actions and/or plans shall be consolidated and prepared by the Contractor listed in Section J, Attachment J-3 and approved by DOE.

C.3.2.8.1.7  Performance Assurance
The Contractor shall provide information to the Contractor listed in Section J, Attachment J-3 to support preparation of the Hanford Sitewide Performance Assurance Program Plan as part of the Hanford Site Safeguards and Security Plan.

C.3.2.8.1.8  Surveys, Reviews, and Assessments
The Contractor shall provide operational and technical expertise, when requested, to support SAS surveys, reviews, assessments, and/or SAS performance tests (for example, force-on-force exercises) that are conducted by the Contractor listed in Section J, Attachment J-3 and/or DOE for SAS program elements.

C.3.2.8.1.9  Facility Clearance and Registration
The Contractor shall submit all required information to the Contractor listed in Section J, Attachment J-3 for facility clearance and registration actions.

C.3.2.8.1.10  SAS Training
The Contractor shall identify SAS training needs for internal staff and shall arrange, fund, and schedule training in accordance with applicable requirements.

C.3.2.8.1.11  SAS Awareness
(a) The Contractor shall comply with the requirements of the Hanford Security Awareness Program.

(b) The Contractor shall maintain awareness of Hanford Sitewide security issues/topics and incorporate them into the Contractor’s internal practices and procedures, as appropriate.

(c) The Contractor shall implement supplementary SAS awareness activities and/or briefings (e.g., at staff and safety meetings across the Hanford Site) in coordination with Sitewide policies.

C.3.2.8.1.12  Classified Visits
The Contractor shall submit required information to the Contractor listed in Section J, Attachment J-3 for Classified visits. No changes to the Contractors Classified Visits Program or process shall ensure that only persons with the appropriate access authorizations and need-to-know receive access to classified information or matter in connection with visits are expected during the execution of involving the Contract. Should the
need arise for a release or exchange of classified visit, the Contractor shall coordinate with the Contractor listed in Section J, Attachment J-3, information or matter.

C.3.2.8.13 Equivalencies and Exemptions

(a) The Contractor shall identify, evaluate, and submit equivalencies and exemptions to SAS requirements to DOE.

(b) The Contractor shall coordinate with the Contractor listed in Section J, Attachment J-3 prior to submitting equivalencies and exemptions to DOE. Equivalency and exemption requests shall be applicable and unique to the project/program scopes of work, shall be cost-effective, shall ensure appropriate levels of security where necessary, and shall be submitted only when other means compliant with requirements would not meet DOE SAS program objectives.

C.3.2.8.14 Incidents of Security Concern

(a) The Contractor shall develop and implement procedures and processes consistent with DOE requirements for addressing incidents of security concern.

(b) The Contractor shall provide information and facility access to the Contractor listed in Section J, Attachment J-3 for investigation of security incidents. The Contractor shall develop and implement corrective actions. The Contractor shall provide information to the Contractor listed in Section J, Attachment J-3 to support administration of the Hanford Site Security Infraction Program.

C.3.2.8.2 Physical Security

(a) The Contractor shall comply with the Contractor listed in Section J, Attachment J-3, security plans and DOE security plans/requirements.

(b) The Contractor shall support the Contractor listed in Section J, Attachment J-3 in development or updating facility asset protection agreements for other Section J, Attachment J-3 Contractor facilities and shall conduct operations consistent with the agreements.

(c) The Contractor shall submit, through the Contractor listed in Section J, Attachment J-3, for DOE review and approval any SAS arrangements or changes prior to operations commencing, or changing operations, or configurations that might alter the performance of existing SAS systems (e.g., limited/protected area boundaries, physical security configurations and associated hardware [sensors/cameras], patrol coverage and responses, safeguards methods or boundaries, entry/access control systems/procedures).

(d) The Contractor is responsible for all facility security costs, including capital investments and maintenance, except for sensors or equipment that is a component of a security system (for example, a communication cable from a sensor to a central processing unit). The Contractor listed in Section J, Attachment J-3 is responsible for security system-specific costs.

C.3.2.8.2.1 Protective Forces

(a) The Protective Forces function is comprised of select security elements (e.g., armed personnel, specialized equipment, and tactical procedures) associated with physically protecting people and property on the Hanford Site. The Contractor listed in Section J, Attachment J-3 is responsible for the protective forces activities; however, there are many areas of facility operations management that interweave. The Protective Forces function serves DOE, all OHCs, and, in particular, facilities possessing critical SAS interests (for example, special nuclear material [SNM]).
(b) The Contractor shall support and integrate operational/business activities in conjunction with the Contractor listed in Section J, Attachment J-3, Protective Forces in use at Hanford for the physical protection of SNM, classified materials, industrial assets, and mitigation and deterrence of radiological and toxicological sabotage events.

(c) The Contractor shall manage their activities consistent with DOE-RL approved risk and vulnerability assessments, the Hanford Site Security Plan, and other security plans and facility asset protection requirements coordinated by the Contractor listed in Section J, Attachment J-3 that involve the use of Protective Forces.

C.3.2.8.2.2 Information Security

(a) The Information Security program encompasses the identification and protection of sensitive and classified information and matter. The scope shall include, but is not limited to, Classification, Classified Matter Protection and Control, Sensitive Information Management (for example, Official Use Only [OUO]), and Operations Security (OPSEC).

(b) The Contractor shall perform the following information security functions:

1. Operations Security:
   - Participate in and support Hanford Sitewide OPSEC Working and Awareness groups and perform the necessary management and support functions required for an effective OPSEC program.
   - Provide support to the Contractor listed in Section J, Attachment J-3, OPSEC assessments of Hanford Site facilities having Category I SNM, and OPSEC reviews of all Hanford Site facilities that have the potential to process or store classified or sensitive information.
   - Support the annual Site OPSEC threat assessment and preparation of the annual OPSEC plan.

2. Classified Matter Protection and Control:
   - Develop and maintain a system of procedures, facilities, and equipment to identify, protect, and control classified matter that is being generated, received, transmitted, used, stored, reproduced, or destroyed in accordance with DOE directives.
   - Be responsible for asset protection reviews for facilities that contain classified matter and, in conjunction with the Contractor listed in the Section J, Attachment J-3, maintain an updated list of security containers, locations, and custodians.
   - Continuously reduce unneeded classified matter; and report and support investigation of any and all potential or actual compromise of classified information.
(3) Classification and Unclassified Controlled Nuclear Information Program:

- Manage a sufficient number of Derivative Classifiers and implement a Program consistent with the common Hanford Sitewide Programs. For additional information on the Hanford Sitewide Programs, see the Contractor listed in Section J, Attachment J-3.
- Should the need arise, Reviewing Officials to access classified matter, the Contractor shall coordinate with and be trained and approved by the Contractor listed in Section J, Attachment J-3.
- Have appropriate classification and/or Unclassified Controlled Nuclear Information (UCNI) topical guidance available to organizations that are potential generators of classified and/or UCNI information.
- Provide for receipt and storage of classified documents from the Contractor listed in Section J, Attachment J-3, Classified Document Control Center.
- Interface with the Contractor listed in Section J, Attachment J-3 and other onsite Contractor management, as necessary, to inform workers of subject areas of a sensitive and/or potentially classified nature.

(4) OUO: Official Use Only

- Manage and implement an OUO information program consistent with the common Hanford Sitewide OUO information program policies including the following:
  - Provide OUO training and awareness for all staff; and
  - Review internal documents released to the public or assigned a formal document number for OUO content.

(5) Critical Infrastructure:

- Protect information systems critical to the Hanford Site mission from internal and external threats in conjunction with the Contractor listed in Section J, Attachment J-3 and SAS program.

C.3.2.9 Personnel Security

(a) The Personnel Security function for Hanford involves processing requests for employee security clearances and non-cleared Homeland Security Presidential Directive (HSPD)-12 credentials, enrollment and maintenance of employees in the HRP, and numerous foreign national visits and assignments. The Contractor listed in Section J, Attachment J-3 manages and conducts a centralized Personnel Security program for the Hanford Site on behalf of DOE.

(b) The Contractor shall perform the following personnel security functions:

(1) Badging and Access Authorization (Clearance) Processing:

- If required, request and obtain personnel security clearances and badges, including “Special Access” (for example, SIGMA) from the Contractor listed in Section J, Attachment J-3. The Contractor shall support the Contractor listed in Section J, Attachment J-3 in downgrading and terminating clearances as required.
• Support the Contractor, listed in Section J, Attachment J-3, processes for obtaining security badges, keys, proximity cards, etc., from terminating employees and removing such individuals from automated access control systems.

• Provide pre-employment/pre-clearance suitability investigations information to the Contractor listed in Section J, Attachment J-3 for prospective and current employees.

(2) Human Reliability Program:

• Perform the medical assessments as described in 10 CFR 712.14 entitled, Human Reliability Program, and complete requirements listed in Subpart B – Medical Standards.

• Interface and provide drug testing, medical assessments, drug testing results, and psychologist testing results to the Contractor listed in Section J, Attachment J-3.

(3) Unclassified Foreign National Visits and Assignments:

• Notify the Contractor listed in Section J, Attachment J-3 of potential foreign visitors or employees, and prepare and submit security plans to the Contractor listed in Section J, Attachment J-3 for foreign national visitors to the Hanford Site before approval of the visit/assignment.

• Require Foreign National Visits and Assignments (FNVA) training for Contractor personnel who host foreign nationals for visits and/or assignments.

• Conduct the Foreign National Visits and Assignments (FNVA) in compliance with approved security plans.

• Submit a list of authorized delegates with authority to approve unclassified foreign visits and assignments.

(4) Foreign Travel:

• Administer official foreign travel in accordance with the most current CRD for official foreign travel, including submittal of projections of potential foreign travel, and all official foreign travel request packages to DOE for review and subsequent submittal to DOE-HQ for approval in accordance with established timeframes, prior to any official foreign travel.

(5) Telecommunications:

• Comply with Hanford Site procedures and policies regarding activities involving Communications Security, protected distribution systems, and TEMPEST/Transmission Security programs of Telecommunications Security.

C.3.2.10 Emergency Services

C.3.2.10.1 Fire Services

(a) The Contractor, listed in Section J, Attachment J-3 manages and conducts fire services for the Hanford Site, to include the 200 West Area Clinic. This includes wild land fire, structural fire, and ambulance emergency response. Also included are activities such as hazardous material and chemical/biological/radiological emergency response, pre-fire planning, Sitewide respiratory protection services, and the testing and maintenance of life safety fire protection systems in designated facilities.
(b) The Contractor shall support facility access to the Contractor listed in Section J, Attachment J-3 fire services personnel, and notify the Hanford Fire Department of work activities, events, and incidents that may require Fire Services involvement and/or response (e.g., medical assistance, hazardous or radiological emergency help, etc.).

(c) Fire services for the main clinic located in the Richland, WA area will be provided by the City of Richland, WA or other designated organization.

C.3.2.11 Emergency Operations

C.3.2.11.1 Emergency and Disaster Preparedness Management Program

(a) The Contractor shall support the Hanford Fire Department of work activities, events, and incidents that may require Fire Services involvement and/or response (e.g., medical assistance, hazardous or radiological emergency help, etc.).

(b) The Contractor shall develop and maintain an Emergency and Disaster Plan (DOE Management Program) as described in DOE/RL-94-02, Rev. 6 entitled, Hanford Emergency Management Plan. The medical portion (or current version), for structures and waste sites under its control. The Contractor’s Emergency Management Program shall be closely integrated with and made a part of the overall Site Emergency and Disaster Preparedness Plan. DOE requirements and the centralized EP Program. The Contractor’s program shall establish processes and instructions for all Contractor EP activities. Because of the potential for the Contractor to become the event Contractor as defined in the Hanford Emergency Management Plan, the Contractor shall maintain a 24 hours per day, 7 days per week capability to staff the required facility specific emergency response organization positions within 60 minutes of receipt of notification from the Occurrence Notification Center of a Hanford Site emergency.

(b) The Contractor shall support emergency and disaster preparedness pre-planning and response requirements. The Contractor shall assist DOE to ensure that the medical portion of the Site emergency and disaster response capability is adequate to meet the type and severity of accidents and trauma dictated by the character and history of plant operations and conditions, including pre-planning and pre-arrangements to:

- Ensure onsite capabilities for medical aid and triage, which shall include onsite capability for cardiopulmonary resuscitation, cardiac defibrillation, and advanced cardiac life support.
- Provide services of medical specialists and consultants.
- Provide medical aid coverage during evacuation operations from facilities and the Site.
- Communicate with the DOE EOC for the coordination of fire and rescue units, hospitals and hospital teams, and local and state police.
- Ensure that EP and response support are overseen by a licensed physician. In this context, the phrase “overseen by a licensed physician” means that a licensed physician actively participates and has ultimate responsibility for the rendering of the Contractor’s EP and response support from a Site occupational medical standpoint.
C.3.2.11.2 Radiological Assistance Program

(a) The Contractor listed in Section J, Attachment J-3 manages the Region 8 Radiological Assistance Program (RAP) on behalf of DOE. The Region 8 RAP is responsible for Alaska, Oregon, Washington, and other Regions, as directed by DOE-HQ. The RAP mission is to provide first-responder radiological assistance to protect the health and safety of the general public and the environment; assist DOE program elements, and other federal, state, Tribal and local agencies in the detection, identification and analysis, and response to events involving the use of radiological/nuclear material. The RAP provides 24 hour a day radiological response capabilities. The RAP teams consist of DOE and DOE Contractor personnel who perform radiological assistance duties as part of their normal employment or as part of the terms of the Contract between their employer and DOE. The Contractor listed in Section J, Attachment J-3 will require augmentation of RAP response team personnel, equipment, and expertise as delineated in work scope arrangements with the Contractor and OHCs or offsite vendors.

(b) The Contractor shall provide qualified personnel, technical expertise, equipment, and support to the DOE Region 8 RAP to ensure maintenance and staffing of emergency teams with the ability to respond under the direction of DOE National Nuclear Security Administration and U.S. Department of Homeland Security.

(c) The Contractor shall establish an agreement with the Contractor listed in Section J, Attachment J-3 detailing the specific services to be provided by the Contractor in support of the Region 8 RAP.

(d) The Contractor shall:

- Provide personnel, trained and qualified as RAP Team Members, and additional supervisory or management members as directed, to support the Contractor’s, listed in Section J, Attachment J-3, RAP duties as delineated in its contract with DOE.
- Perform routine scheduled tasks to maintain equipment and RAP team readiness.
- Participate in meetings, working groups, drills, and exercises.
- Provide technical expertise to the RAP team as requested.
- Respond to declared emergencies as a RAP team member.
- Participate in no-notice activations.
- Maintain fitness-for-duty, as requested.

(e) The Contractor shall protect information systems critical to the Hanford Site mission from internal and external threats in conjunction with the Contractor listed in Section J, Attachment J-3 and SAS program.

C.3.3 Cost Reimbursement Occupational Medical Support Services

C.3.3.1 Additional OccMed Site Services

C.3.3.1.1 Laboratory Services

Medical analysis services requiring the use of outside laboratories shall be reimbursable. For example, this includes a Beryllium Lymphocyte Proliferation Test or blood analysis when performed by an outside laboratory. Services requiring an outside laboratory are only used in instances when performance cannot be reasonably performed at the contract place of performance (for example, outside of the
C.3.3.1.2 Vaccine Services

The Contractor shall provide vaccine services (serum with inoculation service) beyond a base service level of 5,000 influenza shots annually. Vaccine related services may be applicable to a large influenza outbreak and other epidemic situations.

C.3.3.1.3 Travel Services

The Contractor shall provide support services to OHC Hanford and DOE workforce for official travel to include:

- Traveler briefings with up to date information on destination environmental issues and infectious outbreaks in accordance with Center for Disease Control (CDC) guidelines (see www.cdc.gov/travel). Other resources may be used, such as Travax, as long as CDC travel guidelines are followed.
- Travel related medical reviews prior to authorization of overseas travel include identifying the need for vaccinations (for example, yellow fever), providing standard immunizations (e.g., tetanus-diphtheria, polio, measles/mumps/rubella, hepatitis A, and hepatitis B), reviewing and evaluating pre-existing medical conditions, personal medications, and destination medical capabilities.
- Travel packets to employees traveling to overseas sites, in accordance with CDC guidelines (see www.cdc.gov/travel), containing some basic medical supplies such as Tylenol®, Band-Aids®, non-adhesive bandages, gauze pads, antibiotic ointment, anti-diarrhea medication, anti-pruritic cream, antihistamine, throat lozenges, cold relief tablets, anti-motion sickness medication, and antacids.
- Prescriptions for malaria medications for travel to those countries where the CDC recommends malaria prophylaxis. Physicians shall discuss the need for malaria prophylaxis individually with the traveler and prescribe the most appropriate anti-malarial medication.
- Information on other aspects of travel related medical concerns, such as jet lag, stress, travelers’ diarrhea, motion sickness, hypoxia, high altitude illness, decompression illness, and blood clots.

C.3.3.1.4 X-Ray Services

The Contractor shall ensure that all x-rays are read by an American Board Certified Radiologist and asbestos-related chest x-rays are read by “B” readers in compliance with OSHA standards and 10 CFR 850. The Contractor shall ensure that medical digital x-ray or other media used and written reports are delivered (consistent with Section C entitled, Other Direct Costs) to the clinic and become property of the Government.

C.3.3.2 OccMed Equipment

C.3.3.2.1 Equipment Procurement and Upgrades

The Contractor shall supply medical and IT equipment and upgrades, necessary for Contract performance. Purchases and upgrades over $5,000 not annotated in the approved AEP, or not available through the Section J, Attachment J-3, must be approved in advance by the CO. Equipment purchases and upgrades do not include routine medical supplies nor consumables (e.g., bandages, disinfectant, splints, peripherals
that do not store, or process federal information such as keyboards, mice, monitors, batteries etc.), which shall be included in the Contractor’s FFP.

**C.3.3.2.2 Equipment Repair, Maintenance, and Calibration**

The repair, maintenance, and calibration of Government owned equipment is covered under this section of the Contract.

**C.3.3.2.3 Other J-3 Services**

(a) The Contractor shall acquire services necessary for clinic operation in accordance with Section J, Attachment J-3.

(b) The Contractor will have access to reliable and secure computing, telecommunications, and network services for the Hanford Site:

- **Software Engineering and Development** – The strategic direction is for the Hanford Site to use more open-source or commercially available software, although it is understood that software development projects may arise from time to time. The Contractor shall bring software development needs to the attention of the Governance Advisory Board. More information may be found in Section J, Attachment J-3.

- **End-User Computing** – End-user computing services are the services and activities required to provide and support the Site’s desktop, mobile computing, and collaboration infrastructure. These products and services are managed via Section J, Attachment J-3 and include, but are not limited to, desktop computing hardware devices and associated Operating System (OS) software, laptop/tablet computing hardware devices and associated OS software, mobile computing hardware devices and associated OS software (i.e., smartphones, personal digital assistants, handhelds), business productivity software, and client computing applications that are part of the standard approved computing device image(s), locally-attached peripheral devices (exclusive of consumables), and video teleconference systems, network-attached printers, scanners, multi-functional devices (printer/scanner/fax), and copiers that are attached to the local-area network, administration for user accounts, and mobile device management. Environmental and security requirements may dictate the disposition process of assets throughout the life cycle of the contract, regardless of who owns it.

- **Hardware Acquisition, Maintenance, Redeployment, and Retirement** – Acquisition, maintenance, redeployment, and retirement for government-furnished end-user computing devices and network equipment will be handled via Section J, Attachment J-3. Other hardware and equipment brought to the Contract are the responsibility of the Contractor; however, the interfaces and resources available in Section J, Attachment J-3 shall be utilized to the fullest extent possible.

- **Telecommunications** – Hanford Site telecommunications services are managed via Section J, Attachment J-3. These services are currently utilized by most of the Hanford Site Contractors. The Hanford Site Telephone Exchange activities encompass voice, data, special circuits, 9-1-1 support, and attendant/operator services to Hanford Site programs, projects, and support organizations. The system includes transport (backbone) systems, switching equipment, outside cable plant, inside cable plant, distribution frames, subscriber station equipment, attendant workstations, ancillary equipment, and interfaces to private and public networks. The communications services function also includes emergency and commercial radio and pager services.
C.3.3 Facility Costs

(a) The Contractor shall maintain and operate two clinics: The 200 West Area Health Care Center and a Main Clinic located within the Richland, WA boundaries as defined in Section F clause entitled, Place of Performance. The Contractor is responsible for the coordination of facility upgrades, as necessary, for contract performance. Purchases and upgrades over $5,000 not annotated in the approved AEP must be approved in advance by the CO.

(b) The 200 West Area location – The Contractor shall coordinate with the Contractor listed in Section J, Attachment J-3 for all services necessary for clinic operations, as appropriate, to include all required, routine, and out of cycle maintenance and optional improvements.

(c) The Main Clinic location – The location and lease require Department of Energy (DOE) Contracting Officer approval. The costs associated with the lease of the facilities and charges associated with utilities necessary for clinic operations, including electricity, water, and sewer are CR.

C.3.4 Government Vehicles

The Contractor may request to obtain leased Government vehicles(s), typically GSA or DOE owned, to perform work scope under this Contract. Such a request shall be made on a special equipment request form obtained from the Contractor listed in Section J, Attachment J-3 and coordinated through the CO or COR. The use of Government vehicles is for the execution of Government business only. Allocation of such vehicles is controlled by the Contractor listed in Section J, Attachment J-3 for DOE and managed by vehicle use standards to ensure full fleet utilization. Cost for such lease(s) will be allocated to the Contractor. Maintenance and service of such vehicles are to be coordinated with the Contractor listed in Section J, Attachment J-3. All drivers shall adhere to all state, and federal laws and DOE regulations. Accidents, including those with no property damage or injuries, are to be reported promptly in accordance with DOE and GSA guidelines.

C.3.5 Energy Employee Occupational Illness Compensation Program Act Requirements

(a) The Contractor shall provide support for execution of the EEOICPA in accordance with the Section H clause entitled, Energy Employees Occupational Illness Compensation Program Act, and other health initiatives pertaining to current and previous Hanford Site workers.

(b) The Contractor shall provide requested claimant related medical or employment records in a timely, accurate, and electronic manner to DOE or DOE Contractors. DOE will then provide those records to the Department of Labor (DOL) to ensure that EEOICPA claimants receive complete, timely, and fair claims adjudication by DOL.

C.3.6 Pension and Benefit Plan Contribution

The Contractor shall fund the benefit plans as set forth in Sections H.5, H.6, and H.7. CR will only apply to the benefit plans listed in Section H.5 paragraph (C)(1).

C.3.7 Travel Expenses

Travel as coordinated with the COR and CO is allowed, in accordance with federal travel regulations on an as needed basis. Travel not annotated in the approved AEP, must be approved in advance by the CO.

C.3.8 Indefinite Delivery/Indefinite Quantity

(a) Work that is of a recurring nature, but that cannot be sufficiently identified or quantified in advance to be included in the FFP scope of the Contract, is identified as IDIQ work. Such work may include the following:
• The Contractor shall provide support in the event of natural disasters or catastrophic situations involving DOE or other federal agencies, as directed by the CO. Work required by Section C entitled, Emergency and Disaster Preparedness, is not included.

• The Contractor shall provide special consultative services and additional occupational health services not required by the FFP scope of the Contract, and not capable of being performed within the minimum essential staffing levels, as defined in Section J, Attachment J-11 entitled, Minimum Essential Staffing Levels.

• The Contractor shall provide support for additional epidemiology studies, trending analysis, or health trend reports not required by the FFP scope of the Contract and not capable of being performed within the minimum essential staffing levels, as defined in Section J, Attachment J-11.

• The Contractor shall provide occupational health services not required by the FFP scope of the contract, including defined hours of operations, and not capable of being performed within the minimum essential staffing levels, as defined in Section J, Attachment J-11.

(b) Performance. It is anticipated that performance of IDIQ work may require the positions defined in Section H clause entitled, Qualifications of Medical Personnel – Non-Key Personnel. Services of such personnel shall be performed by the Contractor at the rates identified in Section B entitled, Supplies or Services and Prices/Costs. If IDIQ work requires additional positions, the Government and the Contractor may negotiate additional positions and associated rates.

c) IDIQ work will be ordered by the Government under Task Orders issued pursuant to Section H clause entitled, Task Ordering Procedure.
Part I – The Schedule

Section F

Deliveries or Performance
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F.2 Hours of Service ............................................................................................................................ F-1
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F.4 FAR 52.242-15 Stop-Work Order (Aug 1989) (Applies to Fixed-Price) ............................ F-2
F.1 DOE-F-2002 Place of Performance – Services (Oct 2014)

The principal place of performance of this Contract shall take place at the two clinic locations identified in Section C entitled, Cost Reimbursement Occupational Medical Support Services; the 200 West Area Health Care Center and a Main Clinic. The Main Clinic shall be located in the Richland, WA area, which is defined as follows: the area bounded on the east by the Columbia River, on the south by Lee Boulevard, on the west by the Highway 240 by-pass, including adjacent properties and on the north by the Hanford Site. A map showing this area has been provided in the electronic library.

The incoming Contractor may assume the existing lease for the current clinic facility located at 1979 Snyder Street, Richland, WA 99354. The incoming contractor may propose a new location within the defined Richland, WA area. The location and lease require Department of Energy (DOE) Contracting Officer approval.

The 200 West Area clinic will reside in facilities provided by the Government.

F.2 Hours of Service

The hours of operation for the clinics shall be as follows:

- Monday through Friday: 6:00 am to 4:30 pm both clinics are open and staffed. Onsite (200 West Area) clinic is staffed until midnight with minimal staffing.
- Saturday: Offsite clinic is closed; onsite clinic is open 7:00 am to 4:00 pm with minimal staffing.
- Sunday: Offsite and onsite clinics are closed on Sundays.

The clinics will be closed on Site holidays. A schedule of Site holidays will be published, by the Contractor, at the beginning of each calendar year.

F.3 DOE-F-2003 Period of Performance – Alternate I and Alternate II (Oct 2014)

(a) The Contractor shall commence performance of this Contract in accordance with the Contract terms and conditions on the date the Notice to Proceed (NTP) is issued for the 90-day Transition Period and continue through the end of the Base Period for a total of three (3) years. DOE may delay issuing the NTP after contract award for up to six (6) months. The three-year Base Period includes the 90-day Transition Period. Periods of performance for Contract Line Item Numbers will be accomplished in accordance with the schedule below (Table F-1):

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<tr>
<th>Period</th>
<th>Start</th>
<th>End</th>
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<tr>
<td>Base Period CLINs (3 Years, includes 90 day transition period)</td>
<td>TBD</td>
<td>TBD</td>
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<tr>
<td>Option Period 1 CLINs (24 months)</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Option Period 2 CLINs (24 months)</td>
<td>TBD</td>
<td>TBD</td>
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</tbody>
</table>

Note: The Contract contains IDIQ CLINs that have an ordering period consistent with the period of performance for the Base Period CLINs, and will be extended commensurate with the exercise of the Option Period(s) (if exercised).

CLIN = Contract Line Item Number  
IDIQ = Indefinite Delivery/Indefinite Quantity
(b) The Period of Performance of this Contract may be extended pursuant to unilateral options or other clauses that provide for the extension of the Contract. In the event that the Government elects to exercise its right pursuant to such option(s) or other clauses, the Period of Performance shall be revised to reflect such extensions. The Period of Performance does not include the option to extend services per Section I clause, FAR 52.217-8 entitled, *Option to Extend Services*.

**F.4 FAR 52.242-15 Stop-Work Order (Aug 1989) (Applies to Fixed-Price)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—

1. Cancel the stop-work order; or
2. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

1. The stop-work order results in an increase in the time required for, or in the Contractor’s cost properly allocable to, the performance of any part of this contract; and
2. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.


(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90-days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
Within a period of 90-days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this Contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and

(2) The Contractor asserts its right to the adjustment within 30-days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this Contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
Part I – The Schedule

Section H

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

H.3 Definitions

For purposes of Clause H.4, Workforce Transition and Employee Hiring Preferences Including through Period of Performance, the following definitions are applicable (unless otherwise specified):

(A) “Contract Award Date” means the date the contract is signed by the Contracting Officer (CO), noted in Block 28 of the Standard Form (SF) 33, Solicitation, Offer and Award.

(B) “Contract Transition Period” means the 90 day transition as defined in Section F of this Contract.

(C) “Incumbent contractor” means HPM Corporation and HPM Corporation’s teaming subcontractor at the time of Contract Award.

(D) “Incumbent Employees” means employees who are employees of HPM Corporation and HPM Corporation’s teaming subcontractor.

H.4 Workforce Transition and Employee Hiring Preferences Including through Period of Performance

The Contractor shall comply with the hiring preferences set forth below:

(A) The Contractor shall comply with the right of first refusal for employment for service employees and all of the requirements set forth in FAR 52.222-17 entitled, Nondisplacement of Qualified Workers, for the applicable work and positions. If a qualified service employee declines a bona fide express offer of employment, the Contractor need not provide the preference in hiring in paragraphs (B)(1)(a) and (b) below to such employee, but should provide the other preferences in Paragraph (B)(2) below, as applicable.

(B) The Contractor shall provide, during the transition period and throughout the period of performance, preferences in hiring for vacancies for non-managerial positions (i.e., all those below the first line of supervision) in non-construction activities of the Performance Work Statement (PWS) under this Contract, in accordance with the hiring preferences noted below.

(1) The Contractor shall provide Incumbent Employees the hiring preferences in paragraphs (a) and (b) in descending order of priority:

(a) A right of first refusal for vacancies in non-managerial positions that are substantially
equivalent to the positions the above employees held at the Contract Award date.

(b) A preference in hiring for vacancies in non-managerial positions for the above employees who meet the qualifications for the position and who have been identified by their employer as being at risk of being involuntarily separated because of the transfer of this work scope to the Contractor.

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

(a) Employees who are former employees of HPM Corporation and HPM Corporation’s teaming subcontractor; and

(b) Former employees of any other DOE contractor or subcontractor at a DOE defense nuclear facility eligible for the hiring preference.

H.5 Benefit Plans: Pension and Post Retirement Benefits

(A) Pension and Other Benefit Programs

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

(2) The Contractor may not terminate any benefit plan during the term of the Contract without the prior approval of the Contracting Officer in writing.

(3) Each contractor sponsoring a defined benefit pension plan and/or postretirement benefit plan will participate in the annual plan management process which includes written responses to a questionnaire regarding plan management, providing forecasted estimates of future reimbursements in connection with the plan(s) and participating in a conference call to discuss the contractor submission (see (C)(4) below for Pension Management Plan requirements).

(4) Each contractor will respond to quarterly data calls issued through iBenefits, or its successor system.

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

Any pension plan maintained by the Contractor for which DOE reimburses costs shall be maintained as a separate pension plan distinct from any other pension plan.

(C) Basic Requirements

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

(1) The Contractor shall become a sponsor of the existing pension and other benefit plans listed below, (or if continuation of the existing plans is not practicable, comparable successor plans), including other PRB plans, as applicable, with responsibility for management and administration of the plans. The Contractor shall be responsible for maintaining the qualified status of those plans consistent with the requirements of ERISA and the Internal Revenue Code (IRC).

(a) The HPM Occupational Health Services Retirement Plan; and

(b) The HPM Hanford Retiree Medical Plan.

(2) Each Contractor’s defined benefit pension plan shall be subjected to a limited-scope audit annually that satisfies the requirements of ERISA section 103, except that every third year the Contractor must conduct a full-scope audit of defined benefit plan(s) satisfying ERISA section 103. Alternatively, the Contractor may conduct a full-scope audit satisfying ERISA section 103 annually. In all cases, the Contractor must submit the audit results to the Contracting Officer. In years in which a limited scope audit is conducted, the Contractor must provide the Contracting Officer with a copy of the qualified trustee or custodian’s certification regarding the investment information that provides the basis for the plan sponsor to satisfy reporting requirements under ERISA section 104.

(3) The Contractor shall comply with the requirements of ERISA if applicable to the pension plan and any other applicable laws.

(4) The Pension Management Plan (PMP) shall include a discussion of the Contractor’s plans for management and administration of all pension plans consistent with the terms of this Contract. The PMP shall be submitted in the iBenefits system, or its successor system no later than January 31 of each applicable year. A full description of the necessary reporting will be provided in the annual management plan data request. Within sixty (60) days after the date of the submission, appropriate Contractor representatives shall participate in a conference call to discuss the Contractor’s PMP submission and any other current plan issues.

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

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

(E) Reporting Requirements for Designated Contracts

The following reports shall be submitted to DOE as soon as possible after the last day of the plan year by
the contractor responsible for each designated pension plan funded by DOE, but no later than the dates
specified below:

(1) Actuarial Valuation Reports. The annual actuarial valuation report for each
DOE-reimbursed pension plan by the due date for filing IRS Form 5500.

(2) Forms 5500. Copies of IRS Forms 5500 with Schedules for each DOE-funded
pension plan, no later than that submitted to the IRS.

(3) Forms 5300. Copies of all forms in the 5300 series submitted to the IRS that
document the establishment, amendment, termination, spin-off, or merger of a
plan submitted to the IRS.

(F) Changes to Pension Plans

At least sixty (60) days prior to the adoption of any changes to a pension plan, the Contractor shall submit
the information required below, to the Contracting Officer. The Contracting Officer must approve plan
changes that increase costs as part of a determination as to whether the costs are deemed allowable
pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.

(1) For proposed changes to pension plans and pension plan funding, the Contractor
shall provide the following to the Contracting Officer:

(a) Copy of the current plan document (as conformed to show all prior plan amendments), with
the proposed new amendment indicated in redline/strikeout;

(b) An analysis of the impact of any proposed changes on actuarial accrued liabilities and costs;

(c) Except in circumstances where the Contracting Officer indicates that it is unnecessary, a
legal explanation of the proposed changes from the counsel used by the plan for purposes of
compliance with all legal requirements applicable to private sector defined benefit pension
plans;

(d) The Summary Plan Description; and,

(e) Any such additional information as requested by the Contracting Officer.

(2) Contractors shall submit new benefit plans and changes to plan design or funding
methodology with justification to the Contracting Officer for approval, as
applicable (see (F)(1) above). The justification must:

(a) Provide the dollar estimate of savings or costs; and

(b) Provide the basis of determining the estimated savings or cost.
(G) Terminating Operations

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

1. No further benefits for service shall accrue.

2. The Contractor shall provide a determination statement in its settlement proposal, defining and identifying all liabilities and assets attributable to the DOE contract.

3. The Contractor shall base its pension liabilities attributable to DOE contract work on the market value of annuities or lump sum payments, or dispose of such liabilities through a competitive purchase of annuities or lump sum payouts.

4. Assets shall be determined using the “accrual-basis market value” on the date of termination of operations.

5. DOE and the Contractor(s) shall establish an effective date for spin-off or plan termination. On the same day as the Contractor notifies the IRS of the spin-off or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

(H) Terminating Plans

1. DOE Contractors shall not terminate any pension plan (Commingled or site specific) without requesting Departmental approval at least 60 days prior to the scheduled date of plan termination.

2. To the extent possible, the Contractor shall satisfy plan liabilities to plan participants by the purchase of annuities through competitive bidding on the open annuity market or lump sum payouts. The Contractor shall apply the assumptions and procedures of the Pension Benefit Guaranty Corporation.

3. Funds to be paid or transferred to any party as a result of settlements relating to pension plan termination or reassignment shall accrue interest from the effective date of termination or reassignment until the date of payment or transfer.

4. If ERISA or IRC rules prevent a full transfer of excess DOE reimbursed assets from the terminated plan, the Contractor shall pay any deficiency directly to DOE according to a schedule of payments to be negotiated by the parties.

5. On or before the same day as the Contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

6. DOE liability to a Commingled pension plan shall not exceed that portion which corresponds to DOE contract service. The DOE shall have no other liability to the plan, to the plan sponsor, or to the plan participants.

7. After all liabilities of the plan are satisfied, the Contractor shall return to DOE an amount equaling the asset reversion from the plan termination and any earnings which accrue on that amount because of a delay in the payment to DOE. Such amount and such earnings shall be subject to DOE audit.
the purposes of this paragraph, DOE and the Contractor may stipulate to a schedule of payments.

(I) Special Programs

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

(J) Definitions:

1. Commingled Plans. Cover employees from the Contractor's private operations and its DOE contract work.

2. Current Liability. The sum of all plan liabilities to employees and their beneficiaries. Current liability includes only benefits accrued to the date of valuation. This liability is commonly expressed as a present value.

3. Defined Benefit Pension Plan. Provides a specific benefit at retirement that is determined pursuant to the formula in the pension plan document.

4. Defined Contribution Pension Plan. Provides benefits to each participant based on the amount held in the participant’s account. Funds in the account may be comprised of employer contributions, employee contributions, investment returns on behalf of that plan participant and/or other amounts credited to the participant’s account.

5. Designated Contract. For purposes of this clause, a contract (other than a prime cost reimbursement contract for management and operation of a DOE facility) for which the Head of the Departmental Contracting Activity determines that advance pension understandings are necessary or where there is a continuing Departmental obligation to the pension plan.

6. Pension Fund. The portfolio of investments and cash provided by employer and employee contributions and investment returns. A pension fund exists to defray pension plan benefit outlays and (at the option of the plan sponsor) the administrative expenses of the plan.

7. Separate Accounting. Account records established and maintained within a commingled plan for assets and liabilities attributable to DOE contract service. NOTE: The assets so represented are not for the exclusive benefit of any one group of plan participants.

8. Separate Plan. Must satisfy IRC Sec. 414(l) definition of a single plan, designate assets for the exclusive benefit of employees under DOE contract, exist under a separate plan document (having its own Department of Labor plan number) that is distinct from corporate plan documents and identify the Contractor as the plan sponsor.

9. Spun-off Plan. A new plan which satisfies IRC Reg. 1.414 (l)-1 requirements for a single plan and which is created by separating assets and liabilities from a larger original plan. The funding level of each individual participant’s benefits shall be no less than before the event, when calculated on a “plan termination basis.”
H.6 Benefits Transition: Pension and Post Retirement Benefits

(A) The Contractor shall submit a draft Benefits Transition Plan for the approval of the Contracting Officer, as set forth herein.

1. A detailed description of the Contractor’s plan and procedure showing how the Contractor will comply with Clauses H.5 and H.6.

2. A detailed description of the Contractor’s policies regarding pensions and other benefits for which the Department reimburses costs under this Contract.

3. A written description of how pension and other benefit plans provided to employees pursuant to Clause H.5 will be transitioned, or if needed, developed and implemented on or before the last day of the 90 day Transition Period.

4. If needed, an asset transfer(s) agreement to transfer assets from HPMC’s existing defined benefit plan to a new defined benefit plan to cover past eligibility service in order for the Contractor to adhere to the benefits sponsorship requirements set forth in this Contract. On or before the last day of the 90 day Transition Period the Contractor shall provide (1) a description of the necessary transactions, including but not limited to how the Contractor proposes to comply with the Contract and applicable law governing such transactions; and (2) a schedule for Contracting Officer approval for when the benefit plan will be developed and assets transferred.

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

1. Within ten days after NTP, the Contractor shall:
   (a) Provide the Contracting Officer with a list of Contractor personnel who will be responsible for the transition of existing benefit plans; and
   (b) Request HPMC to provide information and documents necessary for the Contractor to adhere to the requirements set forth in this Contract pertaining to sponsoring existing benefit plans and the establishment of any new benefit plans, including, if needed, the transfer of assets from HPMC’s existing defined pension plan and other benefit plans on or before the end of the 90-day Contract Transition Period.
   (c) Provide estimated costs and detailed breakouts of the costs to accomplish benefits transition activities within the timeframes specified, including the costs for enrolled actuaries and counsel.

2. Within 15 days after NTP, the Contractor shall provide to the Contracting Officer a list of the information and documents that the Contractor has requested from HPMC pertaining to the existing benefit plans. The Contractor shall notify the Contracting Officer on a timely basis of any issues or problems that it encounters in obtaining information or documents requested from HPMC. Regardless of such notification, the Contractor remains responsible under this Contract for ensuring compliance with the terms of this Contract, including the timeframes set forth in this clause and the requirements in Clauses H.5 and H.6.

3. Within 20 days of NTP, the Contractor shall:
   (a) Submit the final draft Benefits Transition Plan; and
(b) Submit a detailed description of its plans and processes, including timeframes and specific projected dates for accomplishment of each activity necessary to ensure compliance with the requirements set forth in Clause H.5 and H.6; and

(c) Meet via televideo, teleconference, and/or in person with relevant personnel who administer the benefit plans for OccMed Contractor, if and when necessary. The meeting shall include the Contractor’s benefit plan administrators and personnel, head of human resources, ERISA counsel, actuaries, and any and all other personnel deemed necessary by the Contractor. During such meeting, the Contractor shall discuss all matters necessary to ensure the Contractor adheres to its obligations under Clause H.5 and H.6, including execution of a transition agreement with the Incumbent Contractor and other applicable entities. The minutes of the meeting as well as a written description of any substantive issues identified at the meeting shall be submitted to the Contracting Officer within two days after the meeting.

(4) Within 30 days after NTP, the Contractor shall provide a final written Benefits Transition Plan to the Contracting Officer, to include a written description of how the existing benefit plans provided to employees pursuant to Clause H.5 will be amended and restated on or before the last day of the Contract Transition Period.

(5) Within 45 days after NTP, the Contractor shall provide the Contracting Officer:

(a) Draft copies of the transition agreements the Contractor will enter into with the Incumbent Contractor(s), to ensure the Contractor’s compliance with the benefits requirements set forth in Clause H.5; and

(b) Drafts of all amendments to or restatements of the pension and other benefit plans presently sponsored by the Incumbent Contractor. If applicable, the Contractor shall also submit all draft restated benefit plans and draft Summary Plan Descriptions (SPDs) for pension and other benefit plans sponsored by the Incumbent Contractors. Any and all such amendments shall comply with applicable law governing such transactions and changes in sponsorship of the plans; or

(c) If needed, as agreed to in the final written Benefits Transition Plan in (4) above, draft or proposed final versions of any new defined benefit and defined contribution pension plans and other benefit plans. The Contractor shall also submit draft Summary Plan Descriptions (SPDs) for the pension and any other benefit plans.

(6) No later than 60 days after NTP and prior to the adoption or execution of those documents, the Contractor shall submit to the Contracting Officer for approval the proposed final versions of the documents provided in paragraph (5) above.

(7) The Contractor shall respond to any comments provided by the Contracting Officer under any of the above paragraphs within two days of receipt of the comments.

(8) After the Contract Transition Period and throughout the remaining period of performance of the Contract, the Contractor shall provide the following information promptly to the Contracting Officer upon the request of the Contracting Officer:

(a) Documents relating to benefit plans reimbursed by DOE, including but not limited to SPDs, all Plan documents, applicable amendments, employee handbooks that summarize benefits provided to benefit plans participants, and other documents that describe benefits provided.
to participants of the benefit plans, and

(b) Any and all other documents pertaining to implementation of and compliance with implementation of the benefit programs identified in Clause H.5.

(c) Additionally, the contractor shall provide timely data responses to Departmental annual and ad hoc pension and PRB data requests. Such data responses shall be provided within the timeframe established by the contracting officer for each response and, if no timeframe is specified, the Contractor shall provide the data response within one calendar day.

H.7 Post Contract Responsibilities for Pension and Post Retirement Benefit Plans

(A) If this Contract expires and/or terminates and DOE has awarded a contract under which a new contractor becomes a sponsor and assumes responsibility for management and administration of the pension or other benefit plans identified in H.5(C)(1), the Contractor shall cooperate and transfer to the new contractor its responsibility for sponsorship, management and administration of the Plans consistent with direction from the Contracting Officer. If a Commingled plan is involved, the Contractor shall:

(1) Spin off the DOE portion of any Commingled Plan used to cover employees working at the DOE facilities into a separate plan. The new plan will normally provide benefits similar to those provided by the commingled plan and shall carry with it the DOE assets on an accrual basis market value, including DOE assets that have accrued in excess of DOE liabilities.

(2) Bargain in good faith with DOE or the successor contractor to determine the assumptions and methods for establishing the liabilities involved in a spinoff. DOE and the contractor(s) shall establish an effective date of spinoff. On or before the same day as the contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

(B) If this Contract expires or terminates and DOE has not awarded a contract to a new contractor under which the new contractor becomes a sponsor and assumes responsibility for management and administration of the Plans, or if the Contracting Officer determines that the scope of work under the Contract has been completed (any one such event may be deemed by the Contracting Officer to be “Contract Completion” for purposes of this clause), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this Contract, the following actions shall occur regarding the Contractor’s obligations regarding the Plans at the time of Contract Completion:

(1) Subject to subparagraph (2) below, and notwithstanding any legal obligations independent of the Contract the Contractor may have regarding responsibilities for sponsorship, management, and administration of the Plans, the Contractor shall remain the sponsor of the Plans, in accordance with applicable legal requirements.

(2) The parties shall exercise their best efforts to reach agreement on the Contractor’s responsibilities for sponsorship, management and administration of the plans for which DOE reimburses costs, prior to or at the time of Contract Completion. However, if the parties have not reached agreement on the Contractor’s responsibilities for sponsorship, management and administration of the Plans prior to or at the time of Contract Completion, unless and until such agreement is
reached, the Contractor shall comply with written direction from the Contracting Officer regarding the Contractor’s responsibilities for continued provision of pension and welfare benefits under the Plans, including but not limited to continued sponsorship of the Plans, in accordance with applicable legal requirements. To the extent that the Contractor incurs costs in implementing direction from the Contracting Officer, the Contractor’s costs will be reimbursed pursuant to applicable Contract provisions.

H.8 DOE-H-2028 Labor Relations (Oct 2014)

(A) The Contractor shall respect the right of employees to be free from discrimination in the workplace, including but not limited to, discrimination within the meaning of the Age Discrimination in Employment Act of 1967, as amended and to organize, form, join, or assist labor organizations; bargain collectively through their chosen labor representatives; engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of these activities, consistent with applicable laws.

(B) Consistent with applicable labor laws and regulations, the Contractor shall recognize and bargain in good faith with the collective bargaining representative(s) of employees performing work that has previously been performed by represented employees and is covered by the scope of this contract.

(C) The Contractor will seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR Subpart 22.1, DEAR Subpart 970.2201, and all applicable Federal and state labor relations laws.

(D) The Contractor shall use its best efforts to ensure that collective bargaining agreements negotiated under this Contract contain provisions designed to assure no disruption in services during the performance of the Contract. All such agreements entered into during the Contract period of performance should, to the extent that the parties to those collective bargaining agreements agree, provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout or other disruption in services. For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties agree upon some other method of assuring no disruption in services. The Contractor shall include the substance of this subparagraph (D) in any subcontracts. The Contractor shall provide the Contracting Officer with a copy of any collective bargaining agreement entered into during the Contract period of performance.

(E) In addition to FAR 52.222-1, Notice to the Government of Labor Disputes, and other requirements in the contract, the Contractor shall immediately notify the Contracting Officer or designee of all labor relations issues and matters of interest, including, but not limited to, organizing initiatives, unfair labor practice charges or complaints, work stoppages, picketing, labor arbitrations, National Labor Relations Board charges, legal or judicial proceedings, and settlement agreements and will furnish such additional information as may be required from time to time by the Contracting Officer.

(F) The Contractor shall immediately notify the Contracting Officer or designee of any planned or actual strike or work stoppage involving its employees or employees of a subcontractor.

(G) The Contractor shall provide the Contracting Officer or designee a copy of all arbitration decisions issued by an arbitrator within one week of receipt of the decision.

(H) The Contractor shall provide to the Contracting Officer or designee a semi-annual report on
grievances for which further judicial or administrative proceedings are anticipated, and all final
step grievances. The Contractor shall immediately provide information on all arbitration requests.
The reports are due June 30 and December 31, of each year, and should include the following
information:

1. List of all final step grievances filed during the previous six-month period and grievances for
   which further judicial or administrative proceedings are anticipated, together with the dates filed;

2. A brief description of issues regarding each grievance;

3. If settled, the date of settlement, and terms of the settlement. If a denial is made at the final step
   and the period for requesting arbitration passes, report the matter as closed;

4. If not settled during the six-month reporting period, carry the item over to the subsequent
six-month reporting periods until settlement, request for arbitration, closure, or other proceeding
occurs.

H.9 Workforce Restructuring

In the event that the successful Offeror engages in a workforce reduction of more than 49 employees
under this Contract, in a given fiscal year, it will provide notice to the CO in writing 30 days in advance
of employees being laid off. Information to be provided will include the number of impacted employees
along with a list of impacted job classifications. The successful Offeror recognizes that the Department
expects that workforce reductions at a DOE defense nuclear facility will be conducted in a manner that
minimizes involuntary separations and adverse impact on the surrounding community to the extent
practicable.

H.10 Labor Standards

In addition to any other requirements in the Contract, Contractor shall as soon as possible notify the CO
of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages
and/or fringe benefits, received from Contractor or subcontractor employees; significant labor standards
violations, as defined in 29 CFR 5.7 entitled, Reports to the Secretary of Labor; disputes concerning labor
titled, Rules of Practice for Administrative Proceedings Enforcing Labor Standards in Federal and
Federally Assisted Construction Contracts and Federal Service Contracts, and 29 CFR 8 entitled,
Practice Before the Administrative Review Board with Regard to Federal Service Contracts, and as
defined in FAR 52.222-41(t), Service Contract Labor Standards; disputed labor standards determinations;
Department of Labor (DOL) investigations; or legal or judicial proceedings related to the labor standards
under this Contract or a subcontract. The Contractor shall furnish such additional information as may be
required from time to time by the CO.

H.11 Workers’ Compensation

Pursuant to State of Washington Revised Code (RCW) Title 51, the Washington Industrial Insurance Act
(WIIA), DOE is a group self-insurer for purposes of workers’ compensation coverage. The Hanford
Workers’ Compensation Program performs the administration functions for the State of Washington self-
insurance requirements. Notwithstanding any other provision in this Contract, the coverage afforded by
the workers’ compensation statutes shall, for performance of work under this Contract at the Hanford
Site, be subject to the following:

(A) Under the terms of a Memorandum of Understanding with the Washington State Department of
Labor and Industries (L&I), DOE has agreed to perform all functions required by self-insurers in the State of Washington.

(B) The Contractor shall take such action, and only such action, as DOE requests in connection with any accident reports, including assistance in the investigation and disposition of any claims thereunder and, subject to the direction and control of DOE, the conduct of litigation in the Contractor’s own name in connection therewith.

(C) Under RCW 51.32.073 entitled, Additional payments for prior pensioners—Premium liability of worker and employer for additional payments, DOE is the self-insurer and is responsible for making quarterly payments to L&I. In support of this arrangement, the Contractor shall be notified and will be responsible for withholding appropriate employee contributions and forwarding these contributions on a timely basis, plus the employer-matching amount to DOE.

(D) The workers’ compensation program shall operate in partnership with Contractor employee benefits, risk management, and environmental, safety, and health management programs. The Contractor shall cooperate with DOE for the management and administration of the DOE-RL self-insurance program.

(E) The Contractor shall be responsible for all predecessor Contractor claims that fall under DOE’s self-insurance. The Contractor shall maintain and retain all claim data for information and reporting needs.

(F) The Contractor shall certify as to the accuracy of the payroll record used by DOE in establishing the self-insurance claims reserves and cooperate with any state audit.

(G) The Contractor shall provide statutory workers’ compensation coverage for staff members performing work under this Contract outside of the State of Washington and not otherwise covered by the State of Washington workers’ compensation laws.

(H) Time-loss compensation shall be paid to injured workers in accordance with the RCW 51.08.178 entitled, “Wages”—Monthly wages as basis of compensation—Computation thereof, and other applicable requirements. Compensation paid to workers in excess of the amounts required by statute are unallowable costs under this contract.

(I) Workers’ compensation loss income benefit payments, when supplemented by other programs (such as salary continuation) are to be administered so that total benefit payments from all sources shall not exceed 100 percent of the employee’s net pay.

(J) Upon request, the Contractor shall submit to DOE, or other party as designated by DOE, payroll records as required by Washington State Workers’ Compensation laws.

(K) Upon request, the Contractor shall submit to DOE, or other party as designated by DOE, the accident reports required by RCW 51.28.010 entitled, Notice of accident—Notification of worker’s rights-Claim suppression, or any other documentation requested by DOE pursuant to the WIIA.

(L) The Contractor shall ensure that all employees receive training and have a clear understanding of the workers’ compensation process.

(M) The Contractor shall develop and maintain a web site with workers’ compensation information and ensure that the web site is made available to employees within 45 days of the close of transition.

(N) The Contractor shall provide additional training to employees on the workers’ compensation process when a claim is filed. This training shall include but is not limited to information regarding company contacts, approvals needed for appointments, time off, documentation requirements, etc.
(O) The Contractor shall submit ad hoc reports and other information as required by DOE.

(P) The Contractor shall provide briefings to DOE as requested.

(Q) For purposes of workers’ compensation, all entities included in the Contractor team arrangement, as defined below, shall be covered by DOE’s self-insurance certificate under L&I for workers’ compensation:

(1) Contractor team arrangement means an arrangement in which –
   (i) Two or more companies form a partnership or joint venture to act as a potential prime Contractor; or
   (ii) A potential prime Contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program.

(2) Any changes to the Contractor team arrangement for purposes of workers’ compensation coverage shall be subject to the prior approval of the CO.

(R) Subcontractors not meeting the Contractor teaming arrangement definition performing work under this Contract on behalf of the Contractor are not covered by the provisions of the Memorandum of Understanding referenced above. The Contractor shall require that any subcontractors not covered by provisions of the Memorandum of Understanding meet the statutory workers’ compensation coverage requirements.

H.12 DOE H-2073 Risk Management and Insurance Programs (Dec 2014)

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

(a) Basic Requirements

(1) Maintain commercial insurance or a self-insured program, (i.e., any insurance policy or coverage that protects the contractor from the risk of legal liability for adverse actions associated with its operation, including malpractice, injury, or negligence) as required by the terms of the contract. Types of insurance include automobile, general liability, and other third party liability insurance. Other forms of coverage must be justified as necessary in the operation of the Department facility and/or the performance of the contract, and approved by the DOE.

(2) Contractors shall not purchase insurance to cover public liability for nuclear incidents without DOE authorization (see DEAR 970.5070 entitled, Indemnification, and DEAR 950.70 entitled, Nuclear Indemnification of DOE Contractors).


(4) Demonstrate that the insurance program is being conducted in the government’s best interest and at reasonable cost.

(5) The Contractor shall submit copies of all insurance policies or insurance arrangements to the Contracting Officer no later than 30 days after the purchase date.
(6) When purchasing commercial insurance, the contractor shall use a competitive process to ensure costs are reasonable.

(7) Ensure self-insurance programs include the following elements:

(A) Compliance with criteria set forth in FAR 28.308 entitled, Self-Insurance. Approval of self-insurance is predicated upon submission of verifiable proof that the self-insurance charge does not exceed the cost of purchased insurance. This includes hybrid plans (i.e., commercially purchased insurance with self-insured retention [SIR] such as large deductible, matching deductible, retrospective rating cash flow plans, and other plans where insurance reserves are under the control of the insured). The SIR components of such plans are self-insurance and are subject to the approval and submission requirements of FAR 28.308, as applicable.

(B) Demonstration of full compliance with applicable state and federal regulations and related professional administration necessary for participation in alternative insurance programs.

(C) Safeguards to ensure third party claims and claims settlements are processed in accordance with approved procedures.

(D) Accounting of self-insurance charges.

(E) Accrual of self-insurance reserve. The Contracting Officer’s approval is required and predicated upon the following:

   (i) The claims reserve shall be held in a special fund or interest bearing account.

   (ii) Submission of a formal written statement to the Contracting Officer stating that use of the reserve is exclusively for the payment of insurance claims and losses, and that DOE shall receive its equitable share of any excess funds or reserve.

   (iii) Annual accounting and justification as to the reasonableness of the claims reserve submitted for Contracting Officer’s review.

   (iv) Claim reserves, not payable within the year the loss occurred, are discounted to present value based on the prevailing Treasury rate.

(8) Separately identify and account for interest cost on a Letter of Credit used to guarantee self-insured retention, as an unallowable cost and omitted from charges to the DOE contract.

(9) Comply with the Contracting Officer’s written direction for ensuring the continuation of insurance coverage and settlement of incurred and/or open claims and payments of premiums owed or owing to the insurer for prior DOE contractors.

(b) Plan Experience Reporting. The Contractor shall:

(1) Provide the Contracting Officer with annual experience reports for each type of insurance (e.g., automobile and general liability), listing the following for each category:

   (A) The amount paid for each claim.

   (B) The amount reserved for each claim.

   (C) The direct expenses related to each claim.

   (D) A summary for the year showing total number of claims.

   (E) A total amount for claims paid.
(F) A total amount reserved for claims.

(G) The total amount of direct expenses.

(2) Provide the Contracting Officer with an annual report of insurance costs and/or self-insurance charges. When applicable, separately identify total policy expenses (e.g., commissions, premiums, and costs for claims servicing) and major claims during the year, including those expected to become major claims (e.g., those claims valued at $100,000 or greater).

(3) Provide additional claim financial experience data as may be requested on a case-by-case basis.

(c) Terminating Operations. The Contractor shall:

(1) Ensure protection of the government’s interest through proper recording of cancellation credits due to policy terminations and/or experience rating.

(2) Identify and provide continuing insurance policy administration and management requirements to a successor, other DOE contractor, or as specified by the Contracting Officer.

(3) Reach agreement with DOE on the handling and settlement of self-insurance claims incurred but not reported at the time of contract termination; otherwise, the contractor shall retain this liability.

(d) Successor Contractor or Insurance Policy Cancellation. The Contractor shall:

(1) Obtain the written approval of the Contracting Officer for any change in program direction; and

(2) Ensure insurance coverage replacement is maintained as required and/or approved by the Contracting Officer.

H.13 Insurance Requirements

(a) In accordance with the clause FAR 52.228-5 entitled, Insurance – Work on a Government Installation; the following types and minimum amounts of insurance shall be maintained by the Contractor:

(1) Workers’ Compensation Insurance in accordance with RCW Title 51 entitled, Industrial Insurance, and consistent with H clause entitled, Workers’ Compensation.

(2) Employer’s liability – $100,000 (except in States with exclusive or monopolistic funds that do not permit workers’ 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.
Business Systems Clauses


(a) Definitions. As used in this clause:

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

Contractor business systems means:

(1) Accounting system, if this contract includes the Section H clause Accounting System Administration;

(2) Earned value management system, if this contract includes the Section H clause Earned Value Management System;

(3) Estimating system, if this contract includes the Section H clause Cost Estimating System Requirements;

(4) Property management system, if this contract includes the Section H clause Contractor Property Management System Administration; and

(5) Purchasing system, if this contract includes the Section H clause Contractor Purchasing System Administration.

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

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

(c) Significant deficiencies.

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

(2) The 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.

(d) 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 (5) 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 (2) 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 final determination.

(3) Payment withhold percentage limits.

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

(A) Five (5) percent for one or more significant deficiencies in any single contractor business system; and

(B) Ten (10) percent for significant deficiencies in multiple contractor business systems.

(ii) If this Contract contains pre-existing withholds, and the application of any subsequent payment withholds will cause withholding under this clause to exceed the payment withhold percentage limits in paragraph (d)(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.

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

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

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

(e) 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 (d) 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 (e)(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 (e)(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.

(This Clause does not apply to Small Business)

This clause is inoperative if the award is made to a small business in instances where the solicitation is otherwise unrestricted.

(a) Definitions.

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

(1) Is maintained, reliable, and consistently applied;

(2) Produces verifiable, supportable, documented, and timely cost estimates that are an acceptable basis for negotiation of fair and reasonable prices;

(3) Is consistent with and integrated with the Contractor’s related management systems; and

(4) Is subject to applicable financial control systems.

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

(1) Organizational structure;

(2) Established lines of authority, duties, and responsibilities;

(3) Internal controls and managerial reviews;

(4) Flow of work, coordination, and communication; and

(5) Budgeting, planning, estimating methods, techniques, accumulation of historical costs, and other analyses used to generate cost estimates.

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

(b) General. The Contractor shall establish, maintain, and comply with an acceptable estimating system.
(c) Applicability. Paragraphs (d) and (e) of this clause apply if the Contractor is a large business to include a Contractor teaming arrangement, as defined at 48 CFR 9.601(1), performing a Contract in support of a Capital Asset Project (other than a management and operating contract as described at 917.6), as prescribed in DOE Order (DOE O) 413.3B, or current version; or a non-capital asset project and either:

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

(d) System requirements.

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

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

   i. Accurately describes those policies, procedures, and practices that the Contractor currently uses in preparing cost proposals; and
   
   ii. Provides sufficient detail for the Government to reasonably make an informed judgment regarding the acceptability of the Contractor’s estimating practices.

3. The Contractor shall:

   i. Comply with its disclosed estimating system; and
   
   ii. Disclose significant changes to the cost estimating system to the Contracting Officer on a timely basis.

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

   i. Establish clear responsibility for preparation, review, and approval of cost estimates and budgets.
   
   ii. Provide a written description of the organization and duties of the personnel responsible for preparing, reviewing, and approving cost estimates and budgets.
   
   iii. Ensure that relevant personnel have sufficient training, experience, and guidance to perform estimating and budgeting tasks in accordance with the Contractor’s established procedures.
   
   iv. Identify and document the sources of data and the estimating methods and rationale used in developing cost estimates and budgets.
   
   v. Provide for adequate supervision throughout the estimating and budgeting process.

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(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).

(c) 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.16 DOE-H-2025 Accounting System Administration (Oct 2014) (Revised)
(This Clause does not apply to Small Business)

(a) Definitions. As used in this clause:

(1) Acceptable accounting system means a system that complies with the system criteria in paragraph (c) of this clause to provide reasonable assurance that:
   (i) Applicable laws and regulations are complied with;
   (ii) The accounting system and cost data are reliable;
   (iii) Risk of misallocations and mischarges are minimized; and
   (iv) Contract allocations and charges are consistent with billing procedures.

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

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

(b) General.

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

(c) System criteria.

The Contractor’s accounting system shall provide for:
(1) A sound internal control environment, accounting framework, and organizational structure;
(2) Proper segregation of direct costs from indirect costs;
(3) Identification and accumulation of direct costs by contract and CLIN;
(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 entitled, Contract Cost Principles and Procedures, and other contract provisions;
(13) Identification of costs by contract line item and by units (as if each unit or line item were a separate contract);
(14) Segregation of preproduction costs from production costs, as applicable;
(15) Cost accounting information, as required:
(16) 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
(17) To readily calculate indirect cost rates from the books of accounts;
(18) Billings that can be reconciled to the cost accounts for both current and cumulative amounts claimed and comply with contract terms;
(19) Adequate, reliable data for use in pricing follow-on acquisitions; and
(20) 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 entitled, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

H.17 DOE-H-2026 Contractor Purchasing System Administration (Oct 2014) (Revised) [This Clause does not apply to Small Business]

(a) Definitions. As used in this clause:

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

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

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

(b) General.

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

(c) System criteria.

The Contractor’s purchasing system shall:

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

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

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

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

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

(6) Apply a consistent make-or-buy policy that is in the best interest of the Government;

(7) Use competitive sourcing to the maximum extent practicable, and ensure debarred or suspended contractors are properly excluded from 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 flow down clauses that allow for Government audit of those subcontracts, and ensure the performance of audits of those subcontracts;

(17) Enforce adequate policies on conflict of interest, gifts, and gratuities, including the requirements of the 41 U.S.C. chapter 87 entitled, *Kickbacks*;

(18) Perform internal audits or management reviews, training, and maintain policies and procedures for the purchasing department to ensure the integrity of the purchasing system;

(19) Establish and maintain policies and procedures to ensure purchase orders and subcontracts contain mandatory and applicable flow down clauses, as required by 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.
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.18  DOE-H-2027 Contractor Property Management System Administration (Oct 2014) (Revised) [This Clause does not apply to Small Business]

(a) Definitions. As used in this clause:

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

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

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

(b) General.

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

(c) System criteria.

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

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(d) Significant deficiencies.

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

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

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

   (i) Remaining significant deficiencies;

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

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

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

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

**DOE Corporate Clauses Other Than CHRM or Business Systems**


The Contractor’s parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance of the Contractor’s property management system as evidenced by the Performance Guarantee Agreement incorporated in the contract in Section J, Attachment entitled, Performance Guarantee Agreement–4. If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and several liability for the performance of the contract. In the event any of the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer.

The Contractor shall identify below the one member/partner who has the majority interest in the business arrangement.
Company/Organization: ___________________________________________
Address:  ___________________________________________
Phone: ___________________________________________
Facsimile: ___________________________________________
Email: ___________________________________________

Should the majority interest or the contact information change during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

H.20 DOE-H-2017 Responsible Corporate Official and Corporate Board of Directors (Oct 2014)

The Contractor has provided a guarantee of performance from its parent company(s) in the form set forth in the Section J Attachment entitled, Performance Guarantee Agreement. The individual signing the "Performance Guarantee Agreement" for the parent company(s) should be the Responsible Corporate Official. The Responsible Corporate Official is the person who has sole corporate (parent company) authority and accountability for Contractor performance. DOE may contact, as necessary, the single Responsible Corporate Official identified below regarding Contract performance issues.

Responsible Corporate Official:

Name: ___________________________________________________________
Name: ___________________________________________________________
Position: _________________________________________________________
Commercial/Organization: ___________________________________________
Address: _________________________________________________________
Phone: ___________________________________________________________
Address: _________________________________________________________
Phone: ___________________________________________________________
Facsimile: _________________________________________________________
Email: ___________________________________________________________
Email: ___________________________________________________________

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

Identified below is each member of the Corporate Board of Directors that will have corporate oversight. 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 51% or greater representation and voting authority on the Corporate Board of Directors, and the name, phone number, facsimile number, and email address of the entity with 51% or greater representation and voting authority shall also be identified below. DOE may contact, as necessary, any member of the Corporate Board of Directors, who is accountable for corporate oversight of the Contractor organization and key personnel.

Corporate Board of Directors:

Name: __________________________________________________________

Name: _______________________________________________________

Position: __________________________________________________________

Company/Organization: ______________________________________________

Address: __________________________________________________________

Phone: ___________________________________________________________

Address: _______________________________________________________

Phone: __________________________________________________________

Facsimile: _______________________ _________________________________

Email: ____________________________________________________________

Email: _______________________________________________________

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

H.21 Organizational Conflicts of Interest – Affiliate(s)

The prime contractor, [Insert Name of Prime Contractor] comprised of [insert names of partner companies], is responsible for the completion of all aspects of this contract. In order to effectively and satisfactorily execute its responsibility to manage and accomplish the contract work, the prime contractor must have complete objectivity in its oversight and management of its subcontractors. Therefore, consistent with the principle contained in Federal Acquisition Regulation subpart 9.5 and specifically section 9.505(a), and notwithstanding any other provision of this Contract, the prime contractor is, absent prior written consent from the Contracting Officer as provided herein, prohibited from entering into a subcontract arrangement with any affiliate or any affiliate of its partners, or utilize any affiliate or affiliate of its partners, to perform work under a subcontract. Such contractual relationship(s) are presumed to create an impaired objectivity type conflict of interest. If the Contractor believes the capabilities of an affiliate could be utilized in such a manner as to neutralize or avoid the existence of an organizational conflict of interest, the Contractor must obtain the Contracting Officer’s written consent prior to placing the subcontract.
For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.


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

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<td>DOE-51</td>
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<td>DOE-52</td>
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<td>DOE-58</td>
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<td>DOE-81</td>
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<td>DOE-88</td>
<td>Epidemiologic and Other Health Studies, Surveys, and Surveillances</td>
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</table>
If the above list does not address all of the systems of records that are generated based on contract performance, then the Contractor shall notify the Contracting Officer prior to contract award or as soon as the discrepancy is discovered. The Contractor shall monitor the identified systems and notify the Contracting Officer immediately if there is a change to an existing system or if a new system is needed. Lack of notification does not exempt the contractor from complying with the Privacy Act. To ensure that systems are monitored consistently, contractors must review the list annually and notify the Contracting Officer, in writing, that the list is accurate and up to date.

The above list shall be revised by mutual agreement between the Contractor and the Contracting Officer, in consultation with the local Privacy Act Officer and/or General Counsel, as necessary, to keep it current. A formal modification to the contract is not required to incorporate these revisions; however, the revisions become effective upon mutual written agreement of the parties. The mutually agreed upon revisions shall have the same effect as if they were actually among the systems listed in the table above, for the purpose of satisfying the listing requirement contained in paragraph (a)(1) of the contract clause for FAR 52.224-2 entitled, Privacy Act. The revisions will be formally incorporated at the next convenient contract modification. Additional information on Privacy Act Systems of Records can be found on the DOE Privacy Office home page.

The “Privacy Act Notification” (FAR 52.224-1) and “Privacy Act” (FAR 52.224-2) clauses are mandatory flow-down clauses that must be included in any subcontract requiring design, development, or operation of a Privacy Act system of record, including third-party medical services contracts. Such subcontracts also require flow down of clauses specifically identifying applicable Privacy Act systems of records into the subcontracts. For example, medical services contracts must include the substance of the H clause above identifying system of record DOE-33, “Personnel Medical Records,” along with language on records turnover when employees terminate. Subcontracts must also contain scope requirements necessary to ensure DOE and contractor compliance with applicable records management and Privacy Act requirements.


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

H.24 DOE-H-2033 Alternative Dispute Resolution (Oct 2014)

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

(b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1 entitled, Disputes. The ADR process may involve mediation, facilitation, fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an individual, a board comprised of independent experts, or a company with specific
expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision, but will assist the parties in reaching a mutually satisfactory agreement. Any opinions of the neutral party shall not be admissible 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 clause FAR 52.233-1 entitled, Disputes, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the Contracting Officer’s final decision and does not constitute reconsideration of the final decision.

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

H.25 DOE-H-2034 Contractor Interface with Other Contractors and/or Government Employees (Oct 2014) (Revised)

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 onsite 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 any act which will interfere with the performance of work by any other contractor or by a Government employee and seek Contracting Officer direction if there is an unresolved conflict.

H.26 DOE-H-2035 Organizational Conflict of Interest Management Plan (Oct 2014)

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

(a) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor, its related entities and other performing entities under the contract.

(b) The procedures the Contractor will utilize to avoid, neutralize, or mitigate potential or actual conflicts of interest.

(c) The procedures for reporting actual or potential conflicts of interest to the Contracting Officer.
(d) The procedures the Contractor will utilize to oversee, implement, and update the Plan, to include assigning responsibility for management, oversight and compliance to an individual in the Contractor’s organization with full authority to implement the Plan.

(e) The procedures for ensuring all required representations, certifications and factual analyses are submitted to the Contracting Officer for approval in a timely manner.

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

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

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

H.27 DOE-H-2041 Sustainable Acquisition under DOE Service Contracts (Oct 2014) (Revised)

(a) Pursuant to Executive Order 13693 entitled, Planning for Federal Sustainability in the Next Decade, the Department of Energy (DOE) is committed to managing its facilities in a manner that will promote the natural environment and protect the health and well-being of its Federal employees and contractor service providers. The Contractor shall use its best efforts to support DOE in meeting those commitments, including sustainable acquisition or environmentally preferable contracting which may involve several interacting initiatives, such as:

1. Alternative Fueled Vehicles and Alternative Fuels;
2. Biobased Content Products (USDA Designated Products);
3. Energy Efficient Products;
4. Non-Ozone Depleting Alternative Products;
5. Recycled Content Products (EPA Designated Products); and

(b) The Contractor should become familiar with these information resources:
1. Recycled Products are described at [http://epa.gov/cpg](http://epagov/cpg).
4. FEMP designated products are described at [http://www.eere.energy.gov/femp/procurement](http://www.eere.energy.gov/femp/procurement).
5. Environmentally Preferable Computers are described at [http://www.epeat.net](http://www.epeat.net).
(7) Water efficient plumbing fixtures are described at http://epa.gov/watersense.

c) If, in the course of providing services at the DOE site, the Contractor’s services necessitate the acquisition of any of the above types of products, it is expected that the Contractor will acquire the sustainable, environmentally preferable models unless the product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. While there is no formal reporting, DOE prepares a sustainable acquisition annual report and the Contractor may be asked by the Contracting Officer to provide information in support of DOE’s report.

**H.28 DOE-H-2043 Assignment and Transfer of Prime Contracts and Subcontracts (Oct 2014) (Revised)**

(a) Assignment and Transfer of other DOE Prime Contracts. During the period of performance of this Contract, it may become necessary for Department of Energy (DOE) to transfer and assign existing or future DOE prime contracts in whole or in part supporting site work to this Contract. The Contractor shall accept the transfers and assignments of contracts. Transfer and assignment of prime contracts to the Contractor, if any, will be for administration purposes, and once transferred, will become subcontracts to the Contractor. Any recommendations and/or suggestions on individual transfers shall be submitted in writing to the Contracting Officer prior to the transfer or assignment.

(b) Assignment and Transfer of this Prime Contract. During the period of performance of this Contract, it may become necessary for DOE to transfer and assign in whole or in part this Contract to another DOE contractor. The Contractor shall accept the transfers and assignment. Transfer and assignment, if any, will be for administration purposes, and once transferred, will become a subcontract to the assignee. Any recommendations and/or suggestions on individual transfers shall be submitted in writing to the Contracting Officer prior to the transfer or assignment.

(c) Transfer and Assignment of Subcontracts. The Contractor agrees to transfer and assign or accept transfer and assignment of existing subcontracts including lower-tier subcontracts as determined necessary by DOE for continuity of operations. The transfer and assignment may be to or from another contractor or to or from DOE as a prime contractor. Transfer or assignment of subcontracts to or from the Contractor, if any, will be for administration purposes, and once transferred, will become subcontracts to the Contractor. The Contractor shall use its best efforts to negotiate changes to the assigned subcontracts incorporating mandatory flow-down provisions at no cost. If the subcontractor refuses to accept the changes or requests price adjustments, the Contractor will notify the Contracting Officer in writing. This Clause is required as a flow-down clause in all subcontracts.

**H.29 DOE-H-2044 Material Safety Data Sheet Availability (Oct 2014)**

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

**H.30 Contractor Community Commitment**

It is the policy of the DOE to be a constructive partner in the geographic region in which DOE conducts its business. The basic elements of this policy include: (1) Recognizing the diverse interests of the region
and its stakeholders, (2) engaging regional stakeholders in issues and concerns of mutual interest, and (3) recognizing that giving back to the community is a worthwhile business practice. Accordingly, the Contractor agrees that its business operations and performance under the Contract will be consistent with the intent of the policy and elements set forth above. DOE-H-2046 Diversity Program (Oct 2014).

H.31—DOE-H-2046 Diversity Program (Oct 2014)

(a) The Contractor shall develop and implement a diversity program consistent with and in support of the DOE’s diversity program. A diversity plan covering the full period of performance (base and option periods) shall be submitted to the Contracting Officer for approval within sixty (60) calendar days after the 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

(a) the Contractor’s work force; (2) educational outreach, including a mentor/protégé program, and businesses; (3) stakeholder involvement and outreach; (4) subcontracting; and

(5) economic development.

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


In implementation of the clause at DEAR 952.204-75 entitled, Public Affairs, all communications or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed under the contract shall be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least 10 calendar days prior to the planned issue date, submit a draft copy to the 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.


(a) In accordance with the clause at FAR 52.219-9 entitled, Small Business Subcontracting Plan, the master subcontracting plan contained in Section J Attachment entitled, Small Business Subcontracting Plan, 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 entitled, Small Business Subcontracting Plan, and any changes to the master subcontracting plan. The annual, individual subcontracting plan and changes to the master plan are subject to the Contracting Officer’s approval; and the approved plan is incorporated by reference into the contract.


(a) Pursuant to the clause at FAR 52.204-8 entitled, Annual Representations and Certifications, the Contractor’s Online Representations and Certifications Application (ORCA) dated [insert date] is hereby incorporated into the contract by reference.

(b) The Contractor, by signing this contract, certifies that it has verified that its ORCA submission incorporated by reference into this contract pursuant to paragraph (a) above is current, accurate, complete, and applicable to this contract.

(c) The following additional contractor Representations, Certifications and Other Statements are hereby incorporated into the contract by reference:

(Identify the name and date of the Representations, Certifications and Other Statements)

H.35H.34 DOE-H-2055 Government Furnished Property (Oct 2014)

In accordance with the clause FAR 52.245-1 entitled, Government Property the Government will provide the property listed in Section J, Attachment entitled, Government Furnished Property Inventory.


(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.37H.36 Worker Safety and Health Program

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

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

(c) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer Representative (COR). Upon request, the Contractor shall provide to the COR a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for work performed at DOE facilities.

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

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

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

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

H.37  DOE-H-2080, Workplace Substance Abuse Programs at DOE Sites (Apr 2018)

(a) Program implementation. The Contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.

(b) Remedies. In addition to any other remedies available to the Government, the Contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the Contractor subject to: the suspension of contract payments, or, where applicable, a reduction in award fee; termination for default; and suspension or debarment.

(c) Subcontracts.

(1) The Contractor agrees to notify the Contracting Officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the Contractor believes may be subject to the requirements of 10 CFR part 707, unless the Contracting Officer agrees to a different date.
(2) The DOE Prime Contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The DOE Prime Contractor shall review and approve each subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.

(3) The Contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

H.38 Task Ordering Procedure (Applies to IDIQ CLINs Only)

Performance under the IDIQ CLINs 0004, 1004, and 2004 shall be subject to the following ordering procedure:

(a) The Contractor shall not incur costs under these CLINs. Performance of the work described for these CLINs shall not commence until such time as a task order is issued for that work, and the cost of performance of that work shall only be allocable to task orders and modifications to task orders issued in accordance with this ordering procedure.

(b) Request for Task Proposals will be issued in writing by the Contracting Officer, including the following information:

(1) Performance-Based Statement of Work;

(2) Task Order Deliverables;

(3) The Task Order type;

(4) The anticipated performance period;

(5) Authorized travel;

(6) Any Government-furnished property;

(7) Task Order Proposal instructions including a proposal response time; and

(8) Applicable, additional clauses depending on the Task Order Type.

(9) Any other pertinent information.

(c) Within 30 calendar days, or sooner if specified by the Contracting Officer, after receipt of the Contracting Officer’s request, the Contractor shall submit a task order proposal conforming to the request, prepared with the established rates within Section B.

(d) A Task Order will include, but is not limited to, the following information:

(1) Date of the order;

(2) Contract and Task Order numbers;

(3) Performance-Based Statement of Work, including references to applicable specifications;

(4) Task Order Performance Period;

(5) Task Order deliverables;
(6) Any property, material, or site support to be made available for performance of the Task Order (GFS/I);

(7) The total negotiated fixed price, or ceiling price, or estimated cost and fee of the Task Order, and appropriate cost/price breakout for the specific task order type, if applicable;

(8) Obligated amount, accounting and appropriation data;

(9) The names, addresses, and phone numbers of the applicable CO and COR as well as any other necessary points of contact; and

(10) Any other pertinent information deemed necessary to the performance of the order.

(e) Task Orders will be issued on forms specified and provided by the Government. Task orders will be numbered.

(f) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within five calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), an undefinitized task order, which includes a ceiling price based on the anticipated value of the work to be performed by the Contractor up to and including the anticipated task order definitization date, may be issued unilaterally. This may be applicable in the case of urgent or emergency work, for example. An undefinitized task order will include:

(1) Date of the order;

(2) Contract and Task Order numbers;

(3) Performance-Based Statement of Work, including references to applicable specifications;

(4) Task Order Performance Period;

(5) Task Order deliverables;

(6) Any property, material, or site support to be made available for performance of the Task Order (GFS/I);

(7) Obligated amount, accounting and appropriation data;

(8) The names, addresses, and phone numbers of the applicable CO and COR as well as any other necessary points of contact;

(9) A Not To Exceed ceiling;

(10) A definitization schedule including a proposal response time;

(11) A requirement to establish separate accounting for the undefinitized action; and

(12) Any other pertinent information deemed necessary to the performance of the order.

(g) The Contracting Officer may modify tasks in accordance with any clause that allows modification of the order.

(h) Contractor shall submit monthly task order progress reports. As a minimum, the reports shall contain the following information:
(1) Contract number, task order number, and date of order;
(2) Task order price;
(3) Significant issues/problems associated with a task; and
(4) Status of all tasks issued under the contract.

H.39 DOE-H-2062 Personal Identity Verification of Contractor Personnel – Alternate I
        — (Oct 2014)

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

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

H.40 DOE-H-2063 Confidentiality of Information (Oct 2014)

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

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

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

(c) The Contractor shall obtain a written agreement from each of its employees who are granted access
    to, or furnished with, confidential information, whereby the employee agrees that he or she will not
    discuss, divulge, or disclose any such information to any person or entity except those persons
    within the Contractor’s organization directly concerned with the performance of the contract.
    The agreement shall be in a form satisfactory to the Contracting Officer.
(d) Upon request of the Contracting Officer, the Contractor agrees to execute an agreement with any party which provides confidential information to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of confidential information obtained by the Contractor. A copy of the agreement, which shall include all material aspects of this clause, shall be provided to the Contracting Officer for approval.

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

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


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

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

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

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

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

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


(a) Pursuant to the clause at DEAR 952.204-2 entitled, Security, the Contractor agrees to comply with all security regulations and contract requirements as incorporated into the contract.
(b) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified elsewhere in the contract pursuant to the clause at DEAR 970.5204-2 entitled, Laws, Regulations and DOE Directives.

H.43 DOE-H-2068 Conference Management (Oct 2014)

The Contractor agrees that:

(a) The Contractor shall ensure that contractor-sponsored conferences reflect the DOE/NNSA’s commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of DOE/NNSA as well as other sponsors of work. In addition, the Contractor will ensure conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.

(b) For the purposes of this clause, “conference” is defined in Attachment 2 to the Deputy Secretary’s memorandum of August 17, 2015, entitled Updated Guidance on Conference-Related Activities and Spending.

(c) Contractor-sponsored conferences include those events that meet the conference definition and either or both of the following:

(1) The contractor provides funding to plan, promote, or implement an event, except in instances where a contractor:

   (i) Covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed $10,000 (by individual contractor for a specific conference) or

   (ii) Purchases goods or services from the conference planners (e.g., attendee registration fees, renting booth space).

(2) The contractor authorizes use of its official seal, or other seals/logos/trademarks to promote a conference. Exceptions include non-M&O contractors who use their seal to promote a conference that is unrelated to their DOE contract(s) (e.g., if a DOE IT contractor were to host a general conference on cyber security).

(d) Attending a conference, giving a speech or serving as an honorary chairperson does not connote sponsorship.

(e) The contractor will provide information on conferences they plan to sponsor with expected costs exceeding $100,000 in the Department’s Conference Management Tool, including:

   (1) Conference title, description, and date,

   (2) Location and venue,

   (3) Description of any unusual expenses (e.g., promotional items),

   (4) Description of contracting procedures used (e.g., competition for space/support),

   (5) Costs for space, food/beverages, audio visual, travel/per diem, registration costs, recovered costs (e.g., through exhibit fees),

   (6) Number of attendees.

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(f) The Contractor will not expend funds on the proposed contractor-sponsored conferences with expenditures estimated to exceed $100,000 until notified of approval by the Contracting Officer.

(g) For DOE-sponsored conferences, the Contractor will not expend funds on the proposed conference until notified by the Contracting Officer.

1. DOE-sponsored conferences include events that meet the definition of a conference and where the Department provides funding to plan, promote, or implement the conference and/or authorizes use of the official DOE seal, or other seals/logos/ trademarks to promote a conference. Exceptions include instances where DOE:
   
   (i) Covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed $10,000 (by individual contractor for a specific conference); or
   
   (ii) Purchases goods or services from the conference planners (e.g., attendee registration fees; renting booth space); or provide funding to the conference planners through Federal grants.

2. Attending a conference, giving a speech, or serving as an honorary chairperson does not connote sponsorship.

3. The Contractor will provide cost and attendance information on their participation in all DOE-sponsored conference in the DOE Conference Management Tool.

(h) For non-contractor sponsored conferences, the contractor shall develop and implement a process to ensure costs related to conferences are allowable, allocable, reasonable, and further the mission of DOE/NNSA. This process must at a minimum:

1. Track all conference expenses.

2. Require the Laboratory Director (or equivalent) or Chief Operating Officer approve a single conference with net costs to the contractor of $100,000 or greater.

(i) Contractors are not required to enter information on non-sponsored conferences in DOE’s Conference Management Tool.

(j) Once funds have been expended on a non-sponsored conference, contractors may not authorize the use of their trademarks/logos for the conference, provide the conference planners with more than $10,000 for specified individuals to participate in the conference, or provide any other sponsorship funding for the conference. If a contractor does so, its expenditures for the conference may be deemed unallowable.

**H.44 DOE-H-2069 Payments for Domestic Extended Personnel Assignments (Oct 2014) (Not Applicable to Fixed-Price)**

(a) Definition. For purposes of this clause, “domestic extended personnel assignments” are defined as any assignment of contractor personnel to a domestic location different than their permanent duty station for a period expected to exceed 30 consecutive calendar days.

(b) For domestic extended personnel assignments, the Contractor shall be reimbursed the lesser of temporary relocation costs (Temporary Change of Station allowances as described in the Federal Travel Regulation at §302-3.400 - §302-3.429) or a reduced per diem (Extended Travel Duty) in accordance with the allowable cost provisions of the contract and the following:
(1) When a reduced per diem method (Extended Travel Duty) is utilized, the allowances are as follows:

(i) Lodging. For the first 60 days and last 30 days of the assignment, the Government will reimburse costs associated with lodging at the lesser of actual cost or 100 percent of the Federal per diem rate at the assignment location. The intervening days lodging will be reimbursed at the lesser of actual cost or 55 percent of Federal per diem.

(ii) Meals and Incidental Expenses. For the first 30 days and last 30 days of the assignment, the Government will reimburse costs associated with meals and incidental expenses (M&IE) at the lesser of actual cost or 100 percent of the Federal per diem rate at the assignment location. The intervening days M&IE will be reimbursed at the lesser of actual cost or 55 percent of Federal per diem.

(2) The Government will not reimburse any costs associated with per diem (except for en-route travel) unless the contractor employee maintains a residence at the permanent duty station.

(3) The Government will not reimburse costs associated with salary premiums, per diem, lodging, or other subsidies for contractor employees on domestic extended personnel assignments after 3 years (except for the reimbursements described above during the last 30 days of the assignment).

(4) If an assignment has breaks within a three year period, the calculation of the total length of the assignment will be as follows: If the break between assignments is less than 12 months, the Government will consider the assignment continuous for purposes of the three year clock. For instance, if a contractor employee completes a 2 year assignment at location A and returns to his/her permanent duty station for 12 months, a subsequent new 2 year assignment back to location A will restart the 3 year clock. The assignments will be considered two separate 2 year assignments. On the other hand, if in the previous example the employee’s return to his/her permanent duty station was 6 months, the Government would consider the second assignment to be a continuation of the first for purposes of the 3 year rule.

(5) The Government will not reimburse costs associated with salary premiums that exceed 10%.

(6) The Contractor shall include the substance of this clause in all subcontracts in which travel will be reimbursed at cost.

H.45 DOE-H-2070 Key Personnel – Alternate I (Oct 2014) (Revised)

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

<table>
<thead>
<tr>
<th>Pursuant to the clause at DEAR 952.215-70, Key Personnel, the required key personnel for this contract are identified below: Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Offeror Fill-In]</td>
<td>Program Manager</td>
</tr>
<tr>
<td>[Offeror Fill-In]</td>
<td>Site Occupational Medical Director (SOMD)</td>
</tr>
<tr>
<td>[Offeror Fill-In]</td>
<td>Nursing Director</td>
</tr>
<tr>
<td>[Offeror Fill-In]</td>
<td>Business and Contracts Manager</td>
</tr>
<tr>
<td>[Offeror Fill-In, if applicable]</td>
<td>[Offeror Fill-In, if applicable]</td>
</tr>
</tbody>
</table>
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.

1. 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 assigned full-time to their respective positions and physically located on the Hanford Site or within the local area. The Contractor shall notify the Contracting Officer and request approval in writing at least 60 days in advance of any changes to key personnel.

2. The Business and Contracts Manager and Nursing Director positions shall not remain vacant for more than 60 calendar days.

3. The Site Occupational Medical Director (SOMD) and Program Manager positions shall not remain vacant for more than 90 calendar days.

4. Approval of changes to Key Personnel is at the unilateral discretion of the Contracting Officer.

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

1. Key personnel are considered “managerial personnel” under the clause at DEAR 952.231-71 entitled, Insurance – Litigation and Claims.

2. For the purposes of this Clause, “Changes to Key Personnel”, is defined as: (i) any change to the position assignment of a current key person under the Contract, except for a person who acts as a key person for short periods of time, 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.

3. For the purposes of this Clause, “Beyond the Contractor’s Control” is defined as an event for which the Contractor lacked legal authority or ability to prevent “Changes to Key Personnel”.

H.46 Qualifications of Key Personnel

(a) Program Manager: The Program Manager, who has overall management, operating, and contracting authority for the Contractor, shall have a minimum of five years of recent management and supervisory experience in a similar position wherein responsibilities entailed managerial/supervisory oversight of the type of work scope described in Section C. In addition, the Program Manager shall possess a Master of Business Administration (MBA), Master of Science in Business (MS-Business), Master in Public Health (MPH), or Master in Health Administration (MHA) degree from an accredited college or university. Graduate level coursework in the health administration field is required. In addition, the Program Manager must be eligible for a DOE Access Authorization. Federal Government experience is desirable.

(b) SOMD: The SOMD, who has responsibility for overseeing the provision of Hanford Occupational Medical Services and advising DOE on medical issues, shall possess a valid, unrestricted license to practice medicine in the State of Washington; be certified in Occupational and Environmental Medicine (OEM), Aerospace Medicine (AM), or Public Health and Preventive Medicine (PM) by the appropriate Medical or Osteopathic Medical certifying board. The SOMD shall have a minimum of
three years of experience in the oversight and management of occupational medical programs similar in complexity and type to the services described in Section C. In addition, the SOMD must be eligible for a DOE Access Authorization. Federal Government experience is desirable.

(c) Business and Contracts Manager: The Business and Contracts Manager shall have a minimum of five years of recent experience in a similar position wherein responsibilities entailed business/contracts oversight and administration, preferably in the Federal Government. In addition, the Business and Contracts Manager shall possess a Bachelor’s degree in a business or contracts related field.

(d) Nursing Director: The Nursing Director, who has supervisory responsibility of the nursing staff, shall be a Certified Occupational Health Nurse (COHN) and possess, at a minimum, a Bachelor of Science in Nursing (BSN) degree. A Master of Science in Nursing (MSN) or a relevant field (e.g., MBA, MS-Business, MPH) is desirable. The Nursing Director shall have a minimum of five years nursing supervisory experience in an occupational health setting of similar complexity and have knowledge of accreditation standards, risk management principles and practice, and quality improvement processes. Experience in leading a clinical element supporting organizational achievement of accreditation by a national accreditation body is highly desirable. The Nursing Director shall have successfully completed the American Heart Association (AHA) training in Basic Life Support (BLS) and Advanced Cardiac Life Support (ACLS). BLS and ACLS certifications shall be maintained and current at all times.

(e) [To be filled in at award. See L.13].

Key personnel must be eligible for an “L” DOE Access Authorization.

### H.47 Qualifications of Medical Personnel – Non-Key Personnel

The highly desired qualifications for medical personnel, other than those listed in Section H clauses entitled, Key Personnel – Alternate I, and Qualifications of Key Personnel, are as follows:

(a) Physicians: Physicians shall possess a Medical Doctor (MD) or Doctor of Osteopathy (DO) degree and a valid, unrestricted license to practice medicine in the State of Washington. Physicians shall have completed an internship or one year of residency in a primary care specialty (e.g., OEM, Internal Medicine, Family Practice, Emergency Medicine, AM, Public Health and PM, Physical Medicine, and Rehabilitation). The physicians shall have experience in the provision of primary occupational health care and general medical care and successfully completed the AHA training in BLS and ACLS. BLS and ACLS certifications shall be maintained and current at all times. It is highly desirable that physicians be board certified in OEM, and it is highly desirable for the beryllium lead physician to have a background history of clinical practice in the diagnosis and/or treatment of occupational pulmonary diseases. In addition, physicians must be eligible for a DOE Access Authorization.

(b) Physician Assistants: Physician assistants shall be licensed in the State of Washington (RCW 18.71A entitled, Physician Assistants, applies). The physician assistants shall have a minimum of two years of clinical experience in provision of Occupational Health services and general medical services. They shall have successfully completed the AHA training in BLS and ACLS. BLS and ACLS certifications shall be maintained and current at all times.

(c) Psychologists: Psychologists shall hold a doctoral degree from a clinical psychology program that includes completion of a one year clinical internship approved by the American Psychological Association or an equivalent program; they shall have accumulated a minimum of three years postdoctoral clinical experience with a major emphasis in psychological assessment (test) and a valid,
unrestricted license to practice clinical psychology in the State of Washington. In addition, the psychologists must be eligible for a DOE Access Authorization.

(d) Nurse/Nurse Practitioner: Nurses and nurse practitioners (i.e., Registered Nurses [RN], Licensed Practical Nurses [LPN], Nurse Practitioners [NP], Advanced Registered Nurse Practitioners [ARNP]) shall be licensed in the State of Washington (RCW 18.79 entitled, Nursing Care, applies). They shall have a minimum of two years of clinical experience in provision of general medical services. Clinical experience in providing Occupational Health services is highly desirable. They shall have successfully completed the AHA training in BLS and ACLS. BLS and ACLS certifications shall be maintained and current at all times.

(e) Case Manager: Case Managers shall be RNs currently licensed in the State of Washington with a BSN. A COHN credential is desirable but Certification as a Case Manager is preferred.

Case Managers must possess three years of experience in Occupational Health Nursing, with documented case management experience, and an understanding of workers’ compensation and return to work processes.

At a minimum, Case Managers must have familiarity with the Civil Rights Act of 1964, Federal Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990. Case Managers shall have successfully completed the AHA BLS training course and maintain a current BLS certificate.

(f) Epidemiologist: The Epidemiologist shall have experience in a chemical/decontamination and decommissioning/nuclear industrial occupational medical epidemiological surveillance setting, which should include previous experience in the following areas: evaluating the health experience of employees exposed to a known concentration or below commonly accepted occupational exposure limits (OEL), estimation of baseline rates of illness and mortality, screening mechanism for identifying excess risk of illness, and providing assistance in the design and interpretation of special studies. The minimum educational requirement is an undergraduate degree in biological sciences and a master’s degree from a school of public health in the subject of epidemiology; a PhD in the subject area is preferred. The epidemiologist shall have a minimum of two years of experience in performing complex analysis and drafting comprehensive reports and presentations for high level, decision making audiences.

(g) Certified Medical Assistant: The Certified Medical Assistant shall be certified by the State of Washington based upon WAC 246-827 entitled, Medical Assistants. A Medical Assistant Registered credential certified by the State of Washington per WAC 246-827 may also serve in this capacity.

(h) Certified Industrial Hygienist: The Certified Industrial Hygienist (CIH) shall be certified by the American Board of Industrial Hygiene and have industrial hygiene experience in a chemical/D&D/nuclear industrial setting, which should include experience in evaluating workplace environments where the potential for exposure to chemical substances (mixtures) are below commonly accepted OELs. It is desirable for the CIH to possess the skills, knowledge, and experience to provide assistance in the design, performance, controls, and/or interpretation of epidemiological studies and physical agents (including health impacts). Knowledge and experience in the evaluation of potential beryllium exposure and controls is desirable.

(i) Registered X-Ray Technician: The Registered X-Ray Technician shall possess a current registration with the Washington State Department of Health per RCW 18.84 entitled, Radiologic Technologists.

(j) Phlebotomist: The Phlebotomist shall be certified consistent with WAC 246-827-0400 entitled, Medical assistant-phlebotomist—Certification and training.
(k) Receptionist: The Receptionist shall possess an Associate Degree in medical reception or medical office technology or possess a high school diploma or equivalent with completion of certificate program in medical reception or medical office technology.

(l) Clinic Director: The Clinic Director, who has operational responsibility for the provision of all medical services, shall possess an MD or a DO degree or an MPH or MHA degree. The Director shall have a minimum of three years of experience in provision of occupational medical services similar in complexity and type to the services described in Section C.

(m) Substance Abuse/Medical Review Officer: The Substance Abuse/Medical Review Officer, who has responsibility for evaluating employees with substance abuse disorders and making placement recommendations, shall be a currently licensed MD or DO in the State of Washington and shall hold current Medical Review Officer certification. This Officer shall have completed an internship or one year of residency in a primary care specialty (OEM, Internal Medicine, General Practice, Family Practice, Emergency Medicine, or Psychiatry). This Officer shall have experience:

1) Providing primary health care and primary occupational health care;
2) As a Medical Review Officer with oversight of substance abuse rehabilitation;
3) Receiving and reviewing laboratory results generated by an employer’s drug testing program and evaluating medical explanations for certain drug test results; and
4) Performing Medical Review Officer duties in accordance 49 CFR 40 entitled, Procedures for Transportation Workplace Drug and Alcohol Testing Programs.

The Substance Abuse/Medical Review Officer function may be performed by any one of the qualified staff physicians and does not have to be a full-time discrete position within the Contractor’s organization. The physician filling this position shall have successfully completed the AHA training in BLS and ACLS. BLS and ACLS certifications shall be maintained and current at all times.

(n) Risk Communicator: The Risk Communicator shall be an MD with an MPH degree (preferred). The Risk Communicator shall have a minimum of five years of experience in risk communication, preferably in the public or Government arena. Risk Communicator experience shall include promoting understanding by interfacing and facilitating discussion of complex, potentially emotionally charged issues within diverse groups. Experience working with groups of workers in an industrial setting and working with the public is highly desirable.

(o) Health Education Specialist: The Health Education Specialist shall implement preventative health care programs, assist with health care management, be involved in health care training, and hold a Bachelor’s degree with proper certifications.

The Contractor shall demonstrate alignment with stated qualifications and/or how substitution provides benefit to the Government.

Non-Key personnel must be eligible for an “L” DOE Access Authorization.

**H.48 Accreditation Requirements**

(a) The Contractor shall meet the accreditation requirements established in this clause and ensure personnel supporting this contract meet the education, certification, and licensing requirements pertaining to their positions.
(b) The Contractor shall achieve and maintain accreditation for occupational health services from the Accreditation Association for Ambulatory Health Care (AAAHC), in accordance with the Contractor’s accreditation plan.

(c) The Contractor shall achieve such accreditation no later than 24 months after contract award.

(d) The Contractor shall:

(i) Submit to the DOE COR within 3 business days all communications to and from the AAAHC, including but not limited to, all reports, letters, and comments from surveyors and other officials from or representing the accrediting body.

(ii) Submit to the DOE COR within 10 business days from receipt of notification of deficiencies or non-compliance an action plan with timelines outlining how all deficiencies or non-compliance with policies, procedures, or standards (includes both partially compliant and non-compliant) will be corrected with monthly progress reports until all deficiencies or non-compliances have been corrected to the satisfaction of the accrediting body and the DOE COR.

(iii) Submit all quality indicators submitted to the AAAHC, to the DOE COR within five business days of submittal to AAAHC.

H.49  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-2 entitled, Requirements Sources and Implementing Documents, or identified elsewhere in the contract.

(b) The Contracting Officer may, at any time, unilaterally amend this clause, or other clauses which incorporate DOE directives, in order to add, modify or delete specific requirements. Prior to revising the listing of directives, the Contracting Officer shall notify the Contractor in writing of the Department’s intent to revise the list, and the Contractor shall be provided with the opportunity to assess the effect of the Contractor’s compliance with the revised list on contract cost and funding, technical performance, and schedule, and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer’s notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor’s compliance with the revised list and the other terms and conditions of the contract. 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 52.243-1 entitled, Changes-Fixed Price-Alt I, FAR 52.243-2 entitled, Changes-Cost Reimbursement-Alt I, and FAR 52.243-3 entitled, Changes-Time-and-Materials or Labor-Hours.

(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.50  DOE-H-2072 Use of Government Vehicles by Contractor Employees (Oct 2014)

(a) The Government will provide Government-owned and/or -leased motor vehicles for the Contractor’s use in performance of this contract in accordance with the clauses FAR 52.245-1 entitled, Government Property, and FAR 52.251-2 entitled, Interagency Fleet Management System (IFMS) Vehicles and Related Services, as applicable.

(b) The Contractor shall ensure that its employees use and operate Government-owned and/or leased motor vehicles in a responsible and safe manner to include the following requirements:

1. Use vehicles only for official purposes and solely in the performance of the contract.
2. Do not use vehicles for transportation between an employee’s residence and place of employment unless authorized by the Contracting Officer.
3. Comply with Federal, State and local laws and regulations for the operation of motor vehicles.
4. Possess a valid State, District of Columbia, or commonwealth’s operator license or permit for the type of vehicle to be operated.
5. Operate vehicles in accordance with the operator’s packet furnished with each vehicle.
6. Use seat belts while operating or riding in a Government vehicle.
7. Do not use tobacco products while operating or riding in a Government vehicle.
8. Do not provide transportation to strangers or hitchhikers.
9. Do not engage in “text messaging” while operating a Government vehicle, which includes those activities defined in the clause at FAR 52.233-18 entitled, Encouraging Contractor Policies to Ban Text Messaging While Driving.
10. In the event of an accident, provide information as may be required by State, county or municipal authorities and as directed by the Contracting Officer.

(c) The Contractor shall -

1. Establish and enforce suitable penalties against employees who use, or authorize the use of Government vehicles for unofficial purposes or for other than in the performance of the contract; and
2. Pay any expenses or cost, without Government reimbursement, for using Government vehicles other than in the performance of the contract.

(d) The Contractor shall insert this clause in all subcontracts in which Government-owned and/or leased vehicles are to be provided for use by subcontractor employees.
H.51 DOE-H-2075 Prohibition on Funding For Certain Nondisclosure Agreements (Oct 2014)

The Contractor agrees that:

(a) No cost associated with implementation or enforcement of nondisclosure policies, forms or agreements shall be allowable under this contract if such policies, forms or agreements do not contain the following provisions: “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(b) The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Notwithstanding the provisions of paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

H.52 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.

Other Clauses

H.53 Subcontracted Work

The Contractor shall subcontract (in accordance with the definition at FAR Subpart 44.1) at least 20 percent of the Total Contract Value at time of Contract award (exclusive of the maximum value under the IDIQ CLINs). At least half of the 20 percent of the total Contract value (10 percent of total Contract value) shall be performed by small businesses. The Contractor’s subcontracted work shall be in compliance with its approved Section J, Attachment entitled, Small Business Subcontracting Plan. 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 extent required, with an emphasis on fixed-price subcontracts to the extent practicable. The use of cost-type, time-and-materials, and labor-hour subcontracts shall be minimized.
Subcontracts with affiliates, if consented by the CO in accordance with the Section H clause, Organizational Conflict of Interest – Affiliate(s), shall not apply towards meeting the 20 percent subcontract requirement stated above.

The Small Business Subcontracting Plan shall identify timely, discrete, and meaningful scopes of work that can be awarded to small business concerns. Meaningful work is defined as discrete and distinct technical or programmatic scopes of work within the PWS that directly contribute to the accomplishment of the mission.

H.54 Emergency Clause

(a) The DOE Richland Operations Office (DOE-RL) Manager and/or the DOE Office of River Protection (DOE-ORP) Manager or designee shall have sole discretion to determine when an emergency situation exists at the Hanford Site. In the event that either the DOE-RL or DOE-ORP Manager or designee determines such an emergency exists, the applicable DOE Manager or designee will have the authority to direct, through the Contracting Officer’s Representative or Contracting Officer as appropriate, any and all activities of the Contractor and subcontractors necessary to resolve the emergency situation. The applicable DOE Manager or designee, through the Contracting Officer’s Representative or Contracting Officer, may direct the activities of the Contractor and subcontractors throughout the duration of the emergency.

(b) The Contractor shall include this Clause in all subcontracts at any tier for work performed at the Hanford Site.

H.55 Security, Operational Security, and Information Security

(a) The Contractor shall comply with all DOE security requirements.

(b) Neither the Contractor nor any of their employees shall disclose or cause to be disseminated any information concerning Government operations, including those performed by Contractors for the Government, which could result in or increase the likelihood of the possibility of a breach of security or interrupt the continuity of operations. Disclosure of information relating to the services hereunder to any person not entitled to receive it, or failure to safeguard any classified, unclassified sensitive, or export controlled information that may come to the Contractor or any person under their control in connection with work under this contract, may subject the Contractor, their agents, or employees to criminal liabilities.

(c) The Contractor shall identify a point of contact within their organization as the Contractor’s representative for Operational Security (OPSEC) on the Hanford OPSEC team.

(d) All inquiries, comments, or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of this contract, shall be directed to the Contracting Officer if the resolution requires dissemination of official information.

(e) No part of this section shall be construed so as to discourage appropriate reporting of allegations of waste, fraud, or abuse.


(a) The Contractor shall implement a Department of Energy (DOE) approved Quality Assurance Program (QAP) (CD0032) in accordance with the current revision at the time of the date of this contract.
The Contractor’s QAP shall document the method for determining which quality requirements are flowed down, describe how it is applied to subcontractors and suppliers and the process used for implementation of that method, including flow-down of EM-QA-001 and the associated QA requirements.

The Contractor’s QAP shall document the basis for the graded approach (as defined in DOE Order 414.1D and EM-QA-001) and process used for implementation of that approach.

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 (as defined in DOE Order 226.1B) 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 subcomponents, require procurement of subcomponents only from original equipment manufacturers, original equipment manufacturer-authorized distributors, or vendors with a documented successful history with the supplier when such subcomponents are part of the contract scope. The Contractor shall determine 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. If there appears to be a conflict between the Quality Assurance Program clause and other contract clauses in this contract, the Contracting Officer shall accomplish a written justification documenting the application of the Quality Assurance Program contract clause as it applies to manufacturers, distributors, and vendors.

H.57 Information

(a) Unclassified Controlled Nuclear Information (UCNI). Documents originated by the Contractor or furnished by the Government to the Contractor, in connection with this contract, may contain UCNI as determined pursuant to Section 148 of the Atomic Energy Act of 1954, as amended. The Contractor shall be responsible for protecting such information from unauthorized dissemination in accordance with DOE regulations and directives and Section I clauses entitled, DEAR 952.204-2, Security Requirements, and DEAR 952.204-70 entitled, Classification/Declassification.
(b) Confidentiality of Information. To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:

1. Information which, at the time of receipt by the Contractor, is in the public domain;
2. Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
3. Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
4. Information which the Contractor can demonstrate was received by it from a third party that did not require the Contractor to hold it in confidence.

The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access to such information, whereby the employee agrees that he/she will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor’s organization directly concerned with the performance of the contract.

The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this subparagraph (b), with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. Upon request from the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.

The Contractor agrees that upon request by DOE, it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by contractor personnel.

(c) The Government reserves the right to require the Contractor to include this clause or a modified version of this clause in any subcontract as directed in writing by the Contracting Officer.

H.58 Legal Management

(a) The Contractor shall utilize necessary legal support to perform contractual requirements and comply with 10 CFR 719 entitled, Contractor Legal Management Requirements.

(b) As required by the Contracting Officer, the Contractor shall provide legal and related support to the Government on regulatory matters, third-party claims, and threatened or actual litigation. Support includes, but is not limited to: case preparation, document retrieval, review and reproduction, witness preparation, expert witness testimony, and assistance with discovery or other information requests responsive to any legal proceeding.

(c) When evaluating requests for reimbursement or allowability of Contractor costs associated with defense and/or settlement of legal claims brought against the Contractor by a third party:
DOE will not reimburse Contractor legal defense costs or damages incurred where a judgment is issued finding that the Contractor engaged in discriminatory conduct prohibited by the terms of the contract, such as those covered by FAR 52.222-26 entitled, *Equal Opportunity*, FAR 52.222-35 entitled, *Equal Opportunity for Veterans*, and FAR 52.222-36 entitled, *Equal Opportunity for Workers with Disabilities*.

DOE will not reimburse the Contractor legal costs associated with a settlement agreement (including legal defense costs, settlement awards, or both), associated with legal claims brought against the Contractor by a third party relating to discriminatory conduct prohibited by the terms of the contract, such as those covered by FAR 52.222-26 entitled, *Equal Opportunity*, FAR 52.222-35 entitled, *Equal Opportunity for Veterans*, and FAR 52.222-36 entitled, *Affirmative Action for Workers with Disabilities*, where the Contracting Officer determines that the plaintiff’s claim(s) had more than very little likelihood of success on the merits. Where the plaintiff’s claim had very little likelihood of success on the merits, the defense and settlement costs related to the claim are allowable if the costs are otherwise allowable under the contract (e.g., reasonable, allocable, etc.).

**Hanford Specific Clauses**

**H.59 Energy Employees Occupational Illness Compensation Program Act**

The Contractor shall provide support of the Energy Employees Occupational Illness Compensation Program Act (EEOICPA) established under Title XXXVI of the *National Defense Authorization Act of 2001* (Public Law 106-398) and Part E of the Act amended in 2004. The Contractor shall provide records in accordance with the Section I Clause entitled, DEAR 970.5204-3, *Access to and Ownership of Records* in support of EEOICPA claims and the claim process under the EEOICPA.

The Contractor shall:

(a) Provide occupational medical records of all claimants as requested by DOE. Requests for occupational medical records are shared with Contractor via share drive that is checked by Contractor every day. After occupational medical record is complete, the Contractor shall return completed record via the same share drive.

(b) Verify employment and provide other records which contain pertinent information for compensation under the EEOICPA. The Contractor shall provide this support for itself and any named subcontractors’ employees.

(c) Provide reports, as directed by DOE, such as costs associated with EEOICPA.

(d) Provide an EEOICPA point-of-contact; this employee shall attend meetings, as requested by DOE-RL.

(e) Locate, retrieve and provide a copy of any other program records as requested.

(f) Perform records research needed to complete the DOL claims or to locate records needed to complete the claims or other related EEOICPA requests.

(g) Ensure cost information is submitted to the DOE-RL EEOICPA Point of Contact (POC) by the 10th of each month.

(h) Ensure all EEOICPA claims received are completed and returned to DOE-RL within 45 calendar days of the date entered in the Federal Compensation Program Act electronic reporting system.
(i) The request is placed in the shared drive. In the case of imminently terminal claimants, every effort shall be made to have the medical records available within 24 hours.

H.60  Advance Understanding on Costs

DOE and the Contractor will, within 60 days after NTP, reach advance understandings regarding cost reimbursable portion under this Contract. Such advance understandings enable both DOE and the Contractor to determine the allocability, allowability, and reasonableness of such costs prior to their incurrence, thereby avoiding subsequent disallowances and disputes, and facilitating prudent expenditure of public funds. Generally, DOE expects the incurrence of costs to be consistent with the Contractor’s corporate-wide policies consistently and uniformly applied throughout its domestic operations subject to the specific limitations, conditions, and exclusions of FAR Subpart 31.2 entitled, *Contracts with Commercial Organizations*, as supplemented by DEAR 931.2 entitled, *Contracts with Commercial Organizations*. Advance understandings will be appended to the Contract in the Section J Attachment entitled, *Advance Understanding of Costs*.

H.61  Radiological Site Services and Records, and Occupational Medical Services and Records

(a) The Contractor shall obtain Radiological Site Services (RSS) and occupational medicine services for all Contractor and subcontractor employees performing hazardous work that may expose workers to chemical, physical (including radiological), biological, and/or similar hazards. The Contractor shall identify required RSS and occupational medicine services as required by Section C, Statement of Work, Government-Furnished Services and Information (GFS/I).

(b) RSS are obtained as specified in Contract Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*. RSS includes external dosimetry, internal dosimetry services, radiological instrumentation program, and radiological records services. The Section I Clauses entitled, DEAR 952.223-75, *Preservation of Individual Occupational Radiation Exposure Records*, and DEAR 970.5204-3 entitled, *Access to and Ownership*, of Records are implemented as follows with respect to radiological records: all radiological exposure records generated during the performance of Hanford-related activities will be maintained by the designated provider of this service listed in the Section J, Attachment J-3 entitled, *Hanford Site Services and Interface Requirements Matrix*, and are the property of DOE.

(c) Occupational medicine services are provided under this Contract by the Hanford Site occupational medicine services contractor as specified in Contract Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*. The Section I Clause DEAR 970.5204-3 entitled, *Access to and Ownership of Records*, is implemented as follows with respect to occupational medicine records: All occupational medicine records generated during the performance of Hanford-related activities will be maintained by the Hanford Site occupational medicine services provider and are the property of DOE.

H.62  Allocation of Responsibility and Liability for Contractor and U.S. DOE Environmental Compliance Activities

(a) In this Clause:

1. “Environmental” requirements means requirements imposed by applicable federal, state, and local environmental laws and regulations, including, without limitation, statutes, ordinances,
regulations, court orders, consent decrees, administrative orders, or compliance agreements including the Hanford Federal Facility Agreement and Consent Order, consent orders, permits, and licenses; and

2. “Party” means either the Contractor or DOE.

(b) Responsibility and liability for fines or penalties arising from or related to violations of environmental requirements shall be borne by the party causing the violation regardless of which party:

1. The cognizant regulatory authority fines or penalizes;

2. Signs permit applications (including situations where DOE signs defective or non-conforming permit applications or other environmental submittals prepared by or under the direction of the Contractor), manifests, reports, or other required documents;

3. Is a permittee; or

4. Is the named subject of an enforcement action or assessment of a fine or penalty. Consequently, if the Contractor causes a violation:

   i. All fines and penalties arising from or related to violations of environmental requirements are unallowable costs. If DOE pays a fine or penalty for a violation that the Contractor caused, the amount of the fine or penalty shall be due from the Contractor, and DOE may immediately offset that amount against payments to which the Contractor is otherwise entitled for allowable costs and fee, or any other funds otherwise owed by the Government to the Contractor; and

   ii. In accordance with Section I Clause DEAR 952.231-71 entitled, Insurance-Litigation and Claims, costs of challenging or defending actions brought against the Contractor for violations of environmental requirements are specifically disallowed. However, if the Contracting Officer provides prior written authorization to challenge or defend against the action, the Contractor shall proceed in accordance with DEAR 952.231-71 entitled, Insurance-Litigation and Claims. If the Contractor proceeds with the action without the prior written authorization of the Contracting Officer, the costs of the challenge or defense may be allowable if there is no settlement, conviction, or finding of liability.

H.63 Payments and Advances

(a) Financial Settlement. The Government shall promptly pay to the Contractor the unpaid balance of allowable costs (or other items specifically approved in writing by the Contracting Officer) and fee upon termination of the work, expiration of the term of the Contract, or completion of the work and its acceptance by the Government after:

(1) Compliance by the Contractor with DOE patent clearance requirements, and

(2) The furnishing by the Contractor of:

   (i) An assignment of the Contractor’s rights to any refunds, rebates, allowances, accounts receivable, collections accruing to the Contractor in connection with the work under this Contract, or other credits applicable to allowable costs under the Contract;

   (ii) A closing financial statement;
(iii) The accounting for Government-owned property required by the Section I Clause entitled, FAR 52.245-1, Government Property; and

(iv) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract subject only to the following exceptions:

(A) Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by the Contractor;

(B) Claims, together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to third parties arising out of the performance of this Contract; provided that such claims are not known to the Contractor on the date of the execution of the release; and provided further that the Contractor gives notice of such claims in writing to the Contracting Officer promptly, but not more than one (1) year after the Contractor’s right of action first accrues. In addition, the Contractor shall provide prompt notice to the Contracting Officer of all potential claims under this Clause, whether in litigation or not (see also Section I Clause DEAR 952.231-71 entitled, Insurance – Litigation and Claims);

(C) Claims for reimbursement of costs (other than expenses of the Contractor by reason of any indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this contract relating to patents; and

(D) Claims recognizable under the Section I Clause entitled, DEAR 952.250-70, Nuclear Hazards Indemnity Agreement.

(3) In arriving at the amount due the Contractor under this Clause, there shall be deducted:

(i) Any claim which the Government may have against the Contractor in connection with this Contract, and

(ii) Deductions due under the terms of this Contract and not otherwise recovered by or credited to the Government.

(b) Discounts. The Contractor shall take and afford the Government the advantage of all known and available cash and trade discounts, rebates, allowances, credits, salvage, and commissions unless the CO finds that action is not in the best interest of the Government.

(c) Collections. All collections accruing to the Contractor in connection with the work under this Contract, except for the Contractor’s fee and royalties or other income accruing to the Contractor from technology transfer activities in accordance with this Contract, shall be Government property and shall be processed and accounted for in accordance with applicable requirements imposed by the Contracting Officer pursuant to Section I Clause entitled, DEAR 970.5204-2, Laws, Regulations, and DOE Directives and, to the extent consistent with those requirements, shall be made available for payment of allowable costs under this contract, unless otherwise directed by the Contracting Officer.

(d) Direct Payment of Charges. The Government reserves the right, upon ten (10) days of written notice from the Contracting Officer to the Contractor, to pay directly to the persons concerned, all amounts due which otherwise would be allowable under this Contract. Any payment so made shall discharge the Government of all liability to the Contractor.
(e) Determining Allowable Costs. The Contracting Officer shall determine allowable costs in accordance with FAR Subpart 31.2 entitled, \textit{Contracts with Commercial Organizations}, and FAR Part 931 entitled, \textit{Contract Cost Principles and Procedures}, in effect on the date of this Contract and other provisions of this Contract.

(f) Certification and Penalties. The Contractor shall prepare and submit a “Final Indirect Rate Proposal” in accordance with Section I Clause entitled, FAR 52.216-7, \textit{Allowable Cost and Payment}/DEAR 952.216-7 entitled, \textit{Allowable Cost and Payment}, for the total of net expenditures incurred for the period covered by the Cost Statement. It is anticipated that this will be an annual submission unless otherwise agreed to by the Contracting Officer. The Contractor shall certify the Cost Statement subject to the penalty provisions for unallowable costs as stated in sections 306(b) and (i) of the \textit{Federal Property and Administrative Services Act of 1949} (41 U.S.C. 256), as amended.

\textbf{H.64 Financial Management System Requirements}

(a) The Contractor shall operate and maintain a financial management system that:

(1) Conforms with Generally Accepted Accounting Principles, Federal Financial Accounting Standards, Cost Accounting Standards, and DOE requirements;

(2) Provides accurate, reliable, and auditable financial and statistical data on a timely basis;

(3) Ensures accountability for all assets;

(4) Supports financial planning and budget formulation, validation, execution, and the recasting or changing of DOE funding or task codes such as budget and reporting classification numbers, program task numbers, and local projects/tasks;

(5) Restricts the movement of funds between project baseline summaries (PBS) consistent with Congressional appropriation language;

(6) Notifies DOE as soon as possible when potential reprogramming actions are required (e.g., movement of funds between PBSs);

(7) Integrates and reports the financial information for subcontractors; and

(8) Provides all other necessary financial reports, which shall include accumulating and reporting indirect and support costs by function. The Contractor may be requested, periodically, to provide detail cost element information at the institutional level using standard definitions and applications.

(b) The Contractor shall submit a plan for Contracting Officer approval of any substantive change to the financial management system or subsystems at least 60 days in advance of implementation. This plan must identify the cost and schedule for changing from the existing financial systems, and provide a comparison of the capabilities of the new system(s) to the existing system(s). Any new system modifications are subject to review and audit.

(c) The Contractor shall provide the following reports, as well as, other reports required by the PWS or other contract section requirements:

(1) Annual Estimated Property Fire Valuation Report;

(2) Monthly Contract Funds Status Report;
(3) Semi-annual Property Reconciliations and Data;
(4) Annual Improper Payment Risk Assessment, Testing, and Report;
(5) Monthly Reconciliations between Invoice Summaries and Detailed Excel Transaction Data;
(6) Year-End Requirements and FY 20XX Planning Requirements;
(7) Quarterly International Transactions and Foreign Currency Report;
(8) Quarterly Labor Timekeeping data in Microsoft Excel® format;
(9) Quarterly P-card transaction reports in Microsoft Excel® format;
(10) Quarterly Unallowable Cost reports showing costs taken off contract in Microsoft Excel® format;
(11) Monthly Accruals and Supporting Detail;
(12) Reports and Information Supporting 3rd and 4th Quarter DOE Financial Statement Disclosures;
(14) Annual Management Representation Letter;
(15) Annual Proposed Provisional Billing Rates;
(16) Semi-annual Workers’ Comp Analysis Support;
(17) Monthly Capitalized Property Reports including Software Capitalization;
(18) Annual Technology Transfer Reports;
(19) Conference Management Reports;
(20) Other Miscellaneous Reports/Data Requests from DOE Chief Financial Officer (CFO) Office and Environmental Management (EM) Office.

H.65 Mentor-Protégé Program

Both DOE and the Small Business Administration (SBA) have established Mentor Protégé Programs to encourage Federal prime Contractors to assist small businesses, firms certified under Section 8(a) of the Small Business Act by the SBA, other small disadvantaged businesses, women-owned small businesses, historically black colleges and universities and minority institutions, other minority institutions of higher learning, and small business concerns owned and controlled by service disabled veterans in enhancing its business abilities. Within 90 days of transition start and continuing throughout the Contract period of performance, the Contractor shall mentor one active Protégé company through the DOE and/or SBA Mentor-Protégé Programs. Mentor and Protégé firms will develop and submit “lessons learned” evaluations to DOE at the conclusion of the Contract.

(a) DOE Mentor-Protégé Agreements shall be in accordance with DEAR Subpart 919.70 entitled, The Department of Energy Mentor-Protégé Program.
(b) SBA Mentor-Protégé Agreements shall be in accordance with applicable SBA regulations.

H.66 Counterintelligence Site Specific Requirements

Pursuant to Executive Order 12333 entitled, United States Intelligence Activities, and DOE procedures for intelligence activities, it is DOE policy to protect programs, resources, facilities, and personnel from intelligence collection by or on behalf of international terrorists, foreign powers, or entities and related threats through implementation of an effective, efficient Counterintelligence (CI) Program. DOE O 475.1, Counterintelligence Program, reflects the current CI Program scope and requirements. These requirements are set forth locally in the Site Counterintelligence Support Plan (SCSP). The local CI Program is managed and administered by the Headquarters DOE Office of Intelligence and Counterintelligence, Directorate of Counterintelligence, Pacific Northwest Field Office with the assistance of DOE organizations and contractors as identified in the SCSP. The Contractor agrees to fulfill the requirements of the SCSP.

H.67 Use of DOE Facilities, Commercial Lease Space, and Mobile Offices

Use of DOE Facilities

The Contractor may conduct programs such as local community assistance to mitigate adverse impacts of closure or reconfiguration of DOE facilities. Such programs may provide for the lease or transfer of DOE property at less than fair market value in accordance with the Hall Amendment (Public Law 103-160, Sections 3154 and 3155). The CO must approve, in writing, prior to any lease or transfer of DOE property under this program. Any lease or transfer of property under this program must also be approved and executed (issued) by the DOE Realty or Personal Property Officer, as appropriate.

Use of Commercial Lease Space

The Contractors Acquisition of real property (i.e., leasing commercial space) must be conducted in accordance with applicable federal laws and regulations. Hanford Site Contracts include clause 48 CFR 952.217-70 entitled, Acquisition of Real Property. The Policy associated with clause 48 CFR 917.74 entitled, Acquisition, Use, and Disposal of Real Estate references that “acquisitions shall be justified with documentation.” In addition, 48 CFR 31.205-36 entitled, Rental Costs, requires contractors to meet requirements applicable for the cost of renting or leasing real property. Lease packages submitted to DOE for approval, as required by DEAR 952.217-70, shall provide adequate information to meet the requirements set forth herein (e.g., market survey, cost per usable square foot, and total costs). This includes meeting federal sustainability guiding principles, building efficiency requirements, space utilization requirements, and recording acquisitions in the Facility Information Management System.

The Contractor shall:

- Record planned real property acquisitions in real property planning documentation and in the FIMS Anticipated Asset Information Module, regardless of the acquisition method or funding source;
- Ensure newly constructed, renovated, or newly leased building area designated for office use does not exceed the DOE’s office space design standard (an average of 180 square feet of usable area per person), regardless of predominant use of the building unless otherwise approved by a DOE Realty Officer; and
- Ensure that acquisition by lease, except when otherwise exempt, complies with the lease scoring requirements of the OMB.
The following list of requirements applies when submitting a lease approval package to the applicable DOE CO. The CO will submit the final packet (Transmittal Letter, Lease Justification and Lease Agreement) to the DOE Realty Specialist for review and concurrence. The lease approval package shall demonstrate how the requirements listed below were met within the “Justification” narrative of the final submittal.

The items listed below are DOE’s requirements for lease acquisitions above 12,000 usable square feet. For lease acquisitions below 12,000 usable square feet, providing evidence that competition was sought and the type of method used (i.e., adequate advertisement to potential interested parties did occur), is not required.

The DOE Realty Specialist has authority for acquisition of real property for cost reimbursable contracts on the Hanford Site. As such, sole-source justifications must be approved by the DOE Realty Specialist prior to the Contractor beginning negotiations with a landlord.

The Contractor shall:

- Identify the need and reason for the lease space being pursued and its physical location. Confirm no other Government space was available for use.
- Explain the delineated area for lease acquisition (especially if there are limitations on the desired physical location of the space). Define the type, size and specific requirements of space needed.
- Provide evidence that competition was sought and the type of method used (i.e., adequate advertisement to potential interested parties did occur).
- Record/document that a solicitation for offers was issued, and to whom.
- Conduct market surveys.
- Disseminate, collect, and review responses to the RFPs.
- Conduct negotiations based on proposals received.
- Identify the Lessor of choice based on the acceptable offer (i.e., lowest price per square foot or the offer that is most beneficial to the Government). Include a cost analysis (table) of terms and options, which identifies costs per usable square foot and total costs.
- Reference the market analysis tools used (e.g., independent market survey, analysis, or formal appraisal by a licensed State of Washington appraiser) to determine fair market value.
- Lease Language:
  - No termination clause longer than 365 days.
  - Negotiate the best deal with the shortest escape clause possible.
  - Include provisions for reassignment of the lease to DOE or its contractors.
- Make every effort to acquire LEED facilities during the Real Property Lease Acquisition process. When soliciting space for Real Property Lease Acquisitions, indicate that a preference for LEED certified facilities will be given during the review of proposals. There are four LEED standards: Certified, Silver, Gold, and Platinum. The DOE preference is the Silver level or higher. Documentation of the effort to acquire LEED space at a standard through the advertisement and
solicitation process is required within the Justification/Background narrative of Contractor Final Lease Packet Submittals.

- Leases shall be competed with adequate advertising, while making a solicitation for offer specific for acquisition of real property to potential interested parties, unless it is an RFP for service.

- If the Contractor believes it is in the best interest of the Government not to compete lease renewals for facilities they reside within and want to pursue a sole source opportunity, it shall:
  - Prepare a sole-source justification to demonstrate that a renewal is in the best interest of the Government, as opposed to advertising and sending out a solicitation for offer to seek competition.
  - Provide the DOE CRS (in advance), via the CO, with a sole-source justification for approval, prior to beginning negotiations with a landlord.
  - Present a narrative justification that includes associated cost analysis information specific to the stated need, while also including market survey information specific to the requirement for space the Contractor is trying to fill.
  - Conduct a market survey specific to the function, size and operational need.
  - Include sole-source justification documentation while identifying comparable facilities.
  - Requirements for the acquisition of real property will still apply, except those specific to competition and advertising.

**Use of Mobile Offices**

A mobile office rented or leased is procured as personal property and in most cases is installed and considered real property for its usable life. The Contractor shall obtain DOE approval, to include a review by the DOE Realty Specialist, to rent, lease or purchase a mobile office if the term is for more than one year. Mobile offices are to be treated as real property to capture maintenance costs consistently on the Hanford Site.

The Contractor shall adhere to the following:

- Submit requests to rent, lease or purchase a mobile offices for more than one year to DOE for review and approval.

- Unless there are exigent circumstances, DOE’s review and approval is needed to allow any rented/leased mobile office to be place north of the Wye Barricade.

- Unless there are exigent circumstances, DOE’s review and approval is needed if a mobile office is rented or leased for one year or less regardless of where they will initially be place on the Hanford Site.

**H.68 Hanford Site Recreation Policy**

The Contractor shall comply with the Hanford Site Recreation Policy, current version. The Contractor shall flow-down applicable requirements of this Clause to any subcontractors.
H.69 Hanford Site Services and Interface Requirements Matrix

(a) Controls

When services between prime contractors are offered and accepted, the U.S. Department of Energy (DOE) does not expect the requesting prime contractor to review or otherwise validate top-level, cross-cutting quality control, health, safety, and/or environmental protection requirements mandated by the performing contractor’s contract. The requesting prime contractor may assume that such contract requirements (e.g., Quality Program/Plan) are acceptable to DOE. The performing contractor shall provide products or services in a manner that is consistent with the requirements of the performing prime contractor’s contract and the task instructions provided by the requesting contractor. Special conditions required to meet the requesting contractor’s requirements shall be documented through interface documents.

(b) Right of Access

Hanford Site contractors shall, with coordination and adequate preparation, allow service-providing contractors access to facilities in order to perform the service.

(c) Payment of Services

Fee-for-Service providers shall provide to DOE and make available to the user the basis for liquidation of the charge for usage-based services. The service rates shall be based on customer service level forecasts.

(d) Responsibility for Delivery of Service

The Government makes no guarantees or warranties regarding the delivery of services, and services between contractors shall not constitute GFS/I. The Government shall not be held responsible for the delivery or non-delivery of services between Hanford Site contractors. Contractors shall attempt to resolve any disputes regarding service interfaces and the provision of services among themselves. If contractors are unable to achieve a timely resolution of issues between themselves regarding interfaces or the appropriate delivery of services, contractors may seek direction from the contracting officer (CO). DOE shall be the exclusive authority for resolving disputes associated with any interface issues that cannot be resolved between parties in a timely manner. To the extent contractors attempt to litigate disputes between themselves regarding interfaces or the appropriate delivery of services, all costs associated with such litigation shall be unallowable under this Contract.

(e) Direct Funded and Usage-Based Services Not Commercial Items

Unless specified otherwise by the CO, all “Direct Funded” and “Usage Based” Services (see Section J, Attachment entitled, Hanford Site Services and Interface Requirements Matrix), including all Information Technology and Management services under this Contract, are unique to the Hanford Site, and are not “commercial items” as defined by FAR 2.101. The Contractor shall not perform or arrange for the performance of Usage-Based Services by means of any process reserved for the acquisition of commercial items without first receiving written approval from the DOE CO expressly stating that a particular Usage-Based Service to be acquired meets the FAR 2.101 definition of a “commercial item.”
H.70 Emergency Procedures

This Clause supplements DOE-0223 entitled, Emergency Plan Implementing Procedures, by clarifying the process for implementation of proposed changes listed in Section 3.20, Subsection 5.0 of this document. DOE-0223 is managed by the DOE-RL Security and Emergency Services organization. When updates to the Procedure need to be made, the Emergency Preparedness points of contact from each represented company are provided drafts for review and are required to consult with the appropriate contractor staff in their respective organization to determine impacts to contractual requirements (e.g., work scope, cost, schedule). If there are impacts, the Contractor will immediately contact the DOE-RL Contracting Officer for direction.

H.71 Organizational/Safety Culture

The Contractor shall adapt to DOE’s and Hanford’s organizational and safety culture and incorporate Site core values and behaviors into leadership principals, management behaviors, operational work planning, and work execution. Emphasis shall be placed on leadership, employee engagement, and organizational learning behaviors and values consistent with DOE G 450.4-1C entitled, Integrated Safety Management System Guide, Attachment 10. Policies and processes that promote a work environment where employees are encouraged to raise safety concerns shall be rigorously enforced and actions taken to mitigate the potential for a chilling effect.

An Organizational/Safety Culture Sustainment Plan shall be developed, maintained, and implemented. On a quarterly basis, as a minimum, DOE shall be informed on the effectiveness of the improvement actions and plans to initiate new improvement actions. As part of the sustainment plan, measurement processes used to determine the current state of the organizational/safety culture and how new improvement actions were derived from the measurement processes will be reported to DOE annually.

H.72 Requirements for Information and Communication Technology (Section 508)

All work performed by the Contractor is expected to be of the highest quality in terms of accuracy, completeness, and timeliness and must meet or exceed the requirements of Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended in 1998. All Electronic and Information Technology (EIT), as defined at FAR 2.101, supplied under this contract, must conform to the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology Accessibility Standards (36 CFR 1194). The applicable standards are available at: https://www.access-board.gov. All work performed by the contractor must conform to the success criteria listed in the Web Content Accessibility Guidelines (WCAG) 2.0. This information can be found at: https://www.w3.org/WAI/WCAG20/quickref/ and https://www.w3.org/WAI/intro/wcag20.

If the Contracting Officer determines any furnished product or service is not in compliance with the contract, the Contracting Officer will promptly inform the contractor in writing. The Contractor shall, at no cost to the Government, repair or replace the non-compliant products or services within the period of time specified by the Contracting Officer. If the repair or replacement if not completed within the time specified, the Contracting Officer may:

1. Cancel the contract, delivery or task order, purchase, or line item without termination liabilities; or
2. In the case of custom EIT being developed for under this contract, have any necessary changes made or repairs performed by Government employees or by another contractor and the contractor must reimburse the Government for any expenses incurred thereby.
(3) For every EIT product or service accepted under this contract by the Government that does not comply with 36 CFR 1194, the contractor must, at the discretion of the CO, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service, or on the contract renewal date, whichever occurs first.

H.73 Employee Concerns Program

The Contractor shall submit an implementation plan to the Contracting Officer for approval within 90 days of contract award that describes an Employee Concerns Program that implements all programmatic requirements in DOE Order 442.1A entitled, Department of Energy Employee Concerns Program, and DOE G 442.1-1 entitled, Department of Energy Employee Concerns Program Guide, and all superseding versions.

H.74 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 for each other’s expectations and values. The process creates a teambuilding environment, which fosters better communication and problem solving and a mutual trust between the participants. These key elements create a climate in which issues can be raised, openly discussed, and jointly settled without getting into an adversarial relationship. In this way, partnering is a mindset and a way of doing business. It is an attitude toward working as a team, and achieving successful project execution. This endeavor seeks an environment that nurtures team building cooperation and trust between the Government and the Contractor. The partnership strives to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule.

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

H.75 Transition to Follow-On Contract (July 2011)

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

(a) At the expiration of the contract term or any earlier termination thereof, the Contractor shall cooperate with a successor contractor or the Government by allowing its employees to interview for possible employment. For those employees who accept employment with the successor contractor, such employees shall be released in a coordinated manner with the successor contractor. The Contractor shall cooperate with the successor contractor and Government with regard to the termination or transfer arrangements for such employees to assure maximum protection of employee service credits and fringe benefits.

(b) Within fifteen (15) days after contract award, the Contractor and the outgoing contractor shall jointly prepare a mutual detailed plan for the phase-out and phase-in of operations. This plan shall specify a training and orientation program to cover each phase of the scope of work covered by the contract. A proposed date by which the Contractor will assume responsibility from the outgoing contractor for
such work shall be established. The outgoing contractor will maintain full responsibility for such work until assumption thereof by the Contractor. Execution of the proposed plan or any part thereof shall be accomplished in accordance with the Contracting Officer’s direction and approval.

(c) This clause shall apply to subcontracts as approved by the Contracting Officer.

**H.76 Subcontractor Timekeeping Records Signature Requirement**

The Contractor shall obtain subcontractor timecards for all hourly employees for all non-fixed-price and cost reimbursable subcontracts and non-fixed-price and cost reimbursable sub tiers. Cost reimbursable type subcontracts are defined by FAR 16.301 and non-fixed-price subcontracts are set forth in FAR 16.601 and includes time-and-materials and fixed hourly rate subcontracts. The subcontract and sub tier timecards for these subcontract types must be obtained by the Contractor prior to the Contractor’s payment of the subcontractor costs to the subcontractors and prior to billing DOE for these costs. The timecards must reflect actual hours worked. The subcontractor timecards must be signed by the subcontractor employee and certified by the subcontractor employee’s supervisor prior to the Contractor obtaining them. The subcontractors and sub tiers performing work under cost-reimbursable and non-fixed-price subcontracts shall maintain adequate timekeeping procedures, controls, and processes for billing Government work. The Contractor shall, at least once every three years, conduct a labor audit of cost reimbursable subcontractors and sub tiers. The audit shall be conducted to either Institute of Internal Auditors standards (if conducted internally) or GAGAS (if conducted externally), unmodified. This clause shall be flowed down to all cost reimbursable type and non-fixed price subcontracts and sub tiers.

**H.77 Safety Act Coverage Not Applicable**

The Government has determined that for purposes of this Contract the product(s) or service(s) performed or acquired under this Contract are neither presumptively nor actually entitled to a predetermination that the products or services are qualified anti-terrorism technologies as that term is defined by the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002 (SAFETY Act), 6 U.S.C. 441-444. This determination does not prevent sellers of technologies from applying for SAFETY Act protections in other contexts. Products or services in which either acceptance or pricing is made contingent upon SAFETY Act designation as a qualified anti-terrorism technology or SAFETY Act certification as an approved product for homeland security of the proposed product or service will not be considered allowable costs under the contract. See FAR subpart 50.2.

**H.78 Organizational Conflict of Interest Between Hanford Site Contracts**

Performance of the Contract will be limited throughout the Contract Period of Performance to a Contractor that is not concurrently performing the work scope under the Mission Support Contract (MSC) awarded in 2009; and not concurrently:

1. A prime contractor for the Hanford Mission Essential Services (HMESC) Contract; the MSC’s successor contractor; or

2. An HMESC (or successor contractor) teaming member or subcontractor performing work in any of the following conflicted areas: a) Safeguards and Security; b) Emergency and First Responders; c) Information Technology and Management; d) Portfolio Analysis, Project Support, and Independence Assessment; and e) Environmental Integration and Environmental Compliance Support.

This Contract limitation applies to any parent companies or affiliates of the prime Contractors and subcontractors described above.
IV – Representations and Instructions

Section L
Instructions, Conditions, and Notices to Offerors
Contents

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L.2 FAR 52.216-1 Type of Contract (Apr 1984) ........................................................................ L-1
L.3 DOE-L-2017 Expenses Related to Offeror Submissions (Oct 2015) .................................. L-2
L.4 DOE-L-2022 Alternate Bid/Proposal Information – None (Oct 2015) .............................. L-2
L.5 DOE-L-2024 Notice of Intent – Use of Non-Federal Evaluators and Advisors (Oct 2015) ... L-2
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L.1 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one (1) or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

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

Table L-1. Incorporated by Reference Listing

<table>
<thead>
<tr>
<th>FAR/DEAR Reference</th>
<th>Title</th>
<th>Fill-In Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>FAR 52.204-7</td>
<td>System for Award Management (Oct 2016)</td>
<td>See FAR 52.104(d)</td>
</tr>
<tr>
<td>FAR 52.204-16</td>
<td>Commercial and Government Entity Code Reporting (Jul 2016)</td>
<td></td>
</tr>
<tr>
<td>FAR 52.214-34</td>
<td>Submission of Offers in the English Language (Apr 1991)</td>
<td></td>
</tr>
<tr>
<td>FAR 52.214-35</td>
<td>Submission of Offers in U.S. Currency (Apr 1991)</td>
<td></td>
</tr>
<tr>
<td>FAR 52.215-1</td>
<td>Instructions to Offerors – Competitive Acquisition (Jan 2017)</td>
<td></td>
</tr>
<tr>
<td>FAR 52.215-22</td>
<td>Limitations on Pass-Through Charges Identification of Subcontract Effort (Oct 2009)</td>
<td></td>
</tr>
<tr>
<td>FAR 52.222-24</td>
<td>Pre-Award On-Site Equal Opportunity Compliance Evaluation (Feb 1999)</td>
<td></td>
</tr>
<tr>
<td>FAR 52.237-1</td>
<td>Site Visit (Apr 1984)</td>
<td></td>
</tr>
<tr>
<td>DEAR 952.233-4</td>
<td>Notice of Protest File Availability (Aug 2009)</td>
<td></td>
</tr>
<tr>
<td>DEAR 952.233-5</td>
<td>Agency Protest Review (Sep 1996)</td>
<td></td>
</tr>
<tr>
<td>DEAR 970.5223-3</td>
<td>Agreement Regarding Workplace Substance Abuse Programs at DOE Sites (Dec 2010)</td>
<td></td>
</tr>
</tbody>
</table>

L.2 FAR 52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a performance based contract that includes Firm-Fixed-Price (FFP) Contract Line Item Number (CLIN), Cost Reimbursement (CR) CLINs, and Indefinite Delivery/Indefinite Quantity (IDIQ) CLINs resulting from this solicitation.
L.3 DOE-L-2017 Expenses Related to Offeror Submissions (Oct 2015)

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or for acquiring or contracting for any services relating thereto.

L.4 DOE-L-2022 Alternate Bid/Proposal Information – None (Oct 2015)

Alternate bid/proposals are not solicited, are not desired, and will not be evaluated.

L.5 DOE-L-2024 Notice of Intent – Use of Non-Federal Evaluators and Advisors (Oct 2015)

The Government may utilize non-federal evaluators and/or advisors or other non-federal support personnel for evaluating proposals received in response to this solicitation. Such personnel shall be required to sign nondisclosure agreements and to comply with personal and organizational conflicts of interest requirements in accordance with the FAR and DEAR 915.207-70(f)(5) and (6). Under the statutes governing procurement integrity, these non-federal personnel may not disclose any information learned by participating in this acquisition. See the Procurement Integrity Act, 41 U.S.C. §§ 2101-2107.

L.6 DOE-L-2025 Intention to Bid/Propose (Oct 2015)

In order to facilitate the efficiency of the Government’s solicitation and award process through advance information on the anticipated number of Offers, potential Offerors are requested to submit the name, address and telephone number of its firm or organization and any subcontractors to OCCMED@emcbc.doe.gov no later than 28 calendar days prior to the proposal due date. If the bid/proposal is to be submitted by a teaming arrangement, the Offeror is requested to submit the above information for all members of the proposing team.

L.7 DOE-L-2015 Offer Acceptance Period (Oct 2015)

The Offeror’s proposal shall be valid for 365 calendar days after the required due date for proposals.


(a) Definitions.

(1) Offeror. The term “Offeror,” as used in this Section L, refers to the single entity submitting the proposal. The Offeror may be a single corporation or a “contractor team arrangement” as defined in FAR 9.601, for example, a limited liability company, limited liability partnership, joint venture, or similar entity or arrangement. 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. (See Volume I instructions regarding any requirement for a performance guarantee agreement).

(2) Critical Subcontractor. A “critical subcontractor” is any subcontractor that will perform work that is incorporated into the Offeror’s technical approach and the prime Offeror considers critical to enhance its team’s technical approach, experience, or ability to meet delivery requirements.

Subcontractors’ work count toward the fulfillment of the Offeror’s Section H clause entitled, Subcontracted Work, requirement and other small business goals in this solicitation. For these
subcontracts the prime Offeror shall submit all documentation required by FAR 15.404-3
entitled, Subcontract Pricing Considerations.

(b) Availability of the solicitation, amendments, and other documents-electronic media.

(1) In order to further the Government policy of maximizing electronic commerce and making the
acquisition process optimally cost-effective, electronic media will be used for distributing the
solicitation, amendments thereto, and other documents to the public. These documents will be
posted 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 are responsible to maintain continual
surveillance of the website to remain abreast of the latest available information (Offerors and
other interested parties are encouraged to utilize the website’s “Notifications” feature).
No changes to this solicitation will be effective unless the changes are incorporated into the
solicitation by an amendment. No other communication, whether oral or in writing, will modify
or supersede the terms of the solicitation.

(2) The solicitation, amendments, reference documents, and other communications are also
available through a website. The website address is
https://www.emcbc.doe.gov/SEB/OCCMED/. Sensitive information, such as Official Use Only
information, will require the Offeror to complete and return a Non-Disclosure Agreement as
instructed on the procurement website.

(c) Submission of proposals.

(1) The Offeror must be registered in FedConnect at https://www.fedconnect.net. The Offeror must
also be registered in the System for Award Management at https://www.sam.gov.

(2) Offerors must submit proposals electronically through FedConnect by the date and time
specified in Standard Form (SF) 33 entitled, Solicitation, Offer and Award, in Section A of this
solicitation and other provisions of Section L. Proposals shall only be accepted through
FedConnect. It is imperative that the Offeror read and understand how to submit its proposal
using the FedConnect web portal. All proposal documents required by this solicitation must be
uploaded and received in their entirety in the FedConnect Responses web portal no later than
[TBD]. 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 website. 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 Offeror via FedConnect.

(3) Electronic submission of a proposal via FedConnect shall be required, however, the original,
signed hard copy submission of the proposal shall be considered the Offeror’s “Official” offer and will be considered binding.

(4) In addition to the “official” electronic submission of the Offeror’s proposal, the Offeror shall
submit the required number of paper copies, CD-ROMs/DVDs, and flash drives 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, 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 “Official” offer and paper copies shall be submitted and reach the Government Offices, designated below, no later than the proposal due date in Section L.17 as follows:

MAIL TO (see table below for number of hard and electronic copies):
U.S. Department of Energy
Attention: Bill Hensley, Contracting Officer
Address: 110 Boggs Lane, Suite 450
City/State/Zip: Springdale, OH 45246

Shipping materials shall be marked as follows: TO BE OPENED BY ADDRESSEE ONLY.
RFP NO. 89303318REM000011
E-mail: bill.hensley@emcbc.doe.gov
Phone: (513) 246-0061

MAIL TO (see table below for number of hard and electronic copies):
U.S. Department of Energy
Attention: Janette Gonzalez, Contract Specialist
Address: 2430 Stevens Center Place, Suite 274
City/State/Zip: Richland, WA 99354

Shipping materials shall be marked as follows: TO BE OPENED BY ADDRESSEE ONLY.
RFP NO. 89303318REM000011
E-mail: janette.gonzalez@rl.doe.gov
Phone: (509) 373-3480

Note: Offerors delivering proposals via hand-carry or Express Mail to the above address should arrange for delivery Monday through Thursday between the hours of 8:30am – 4:00pm (EST) and contact the Contracting Officer, Bill Hensley and Contract Specialist, Janette Gonzalez, via the email addresses listed above in advance to advise of the anticipated delivery date and time.

In addition, Offerors shall provide CD-ROMs or DVDs and USB flash drives that are clearly labeled with the Request for Proposal (RFP) volume number and provision reference. The proposals provided in electronic media are provided for Source Evaluation Board evaluation convenience only. In the event of a conflict, the hard copy material takes precedence over the electronic submission.

The original proposal shall contain signed originals of all documents requiring signatures by the Offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal. The original, signed hard copy submission of the proposal shall be considered the Offeror’s official offer and will be considered binding.

Table L-2: Copy Requirements

<table>
<thead>
<tr>
<th>Proposal Volume – Title</th>
<th>No. of Hard Copy Proposals Required (EMCBC)</th>
<th>No. of Hard Copy Proposals Required (Hanford)</th>
<th>No. of CD-ROMs/DVDs Required (EMCBC)</th>
<th>No. of USB Flash Drives Required (Hanford)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Volume I – Offer and Other Documents</td>
<td>1 signed “Official” original/1 copy</td>
<td>9 copies</td>
<td>1</td>
<td>5</td>
</tr>
<tr>
<td>Volume II – Technical and Management Proposal</td>
<td>1 signed “Official” original/1 copy</td>
<td>9 copies</td>
<td>1</td>
<td>5</td>
</tr>
<tr>
<td>Volume III – Price Proposal</td>
<td>1 signed “Official” original/1 copy</td>
<td>9 copies</td>
<td>1</td>
<td>5</td>
</tr>
</tbody>
</table>

L-4
(d) Solicitation instructions and proposal information.

(1) Proposals are expected to conform to all solicitation requirements and the instructions contained in this Section L. The Government will evaluate proposals on the basis of the information provided in the proposal. The Government will not assume that an Offeror possesses any capability unless set forth in the proposal. This applies even if the Offeror has existing contracts with the Federal government, including DOE.

(2) These instructions are not evaluation factors. Evaluation factors are set out in Section M entitled, Evaluation Factors for Award, of this solicitation. However, failure to provide the requested information may make an Offeror ineligible for award or adversely affect the Government’s evaluation of an Offeror’s proposal. In addition, a proposal may be eliminated if it fails to conform to a material aspect of the solicitation. A proposal will be deemed unacceptable if it does not represent a reasonable effort to address itself to the material requirements of the solicitation, or if it does not substantially and materially comply with the proposal preparation instructions of this solicitation. Cursory responses or responses which merely repeat or reformulate the Performance Work Statement (PWS) will not be considered responsive to the requirements of the solicitation. In the event that a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.

(e) Proposal volumes and page limitations.

(1) The overall proposal shall consist of separate volumes, organized and individually entitled as stated below, with the following page limitations:

   (i) Volume I, Offer and Other Documents - No page limit.

   (ii) Volume II, Technical and Management Proposal. See page limitation identified in each factor.

   (iii) Volume III, 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 in Section L.12 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 cost and pricing information shall be submitted and addressed only in Volume III, Cost 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 PWS, 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 × 11 inches for text pages, excluding foldouts. When 8½ × 11 inch pages contain text on both front and back, this is considered two pages. Page size for foldouts shall not exceed 11 × 17 inches; foldouts may be used for large tables, charts, graphs, diagrams, design drawings, or other schematics. Foldout pages shall fold entirely within the volume in which it appears. When 11 × 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. Tables of contents, lists of figures, dividers, tabs, or similar inserts that do not provide any substantive information are not counted as a page. Use of 11 × 17 binders for the Cost Volume is permitted.

(4) Print type. Text shall be 12 point or larger, single spaced, using Times New Roman font type. Headers and footers, spreadsheets, charts, tables, diagrams or design drawings, and graphs must be 10 point or larger using Times New Roman font type. Two columns of text per page and use of bold face type are acceptable. Print type used in completing forms attached to this RFP as Microsoft Word®, Access®, or Excel® documents should not be changed from the styles used in the attachments.

(5) Page margins. Page margins for text pages and foldouts shall be a minimum of one 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; 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 entitled, 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. All pages of each volume are to be appropriately numbered, and identified with the name of the Offeror, the date, and the solicitation number.

(7) File format. Files submitted shall be readable and searchable using Microsoft Word®, Excel®, or Adobe® portable document format (PDF) (must be in a searchable format, not scanned) except the following specific Volume III files:

- Electronic copies of financial statements and Annual Reports shall be submitted in portable document format (PDF files are required).
- Any proprietary software utilized in preparation of proposal information shall be provided along with licenses required to allow operation of the proprietary software. Any files provided in accordance with this section shall be in the native format.

The files shall not be password protected or contain other security restraints unless access information is provided.

(8) Binding and labeling of hard copies. Each volume shall be separately bound in three-ringed loose-leaf binders. Cost proposals may be submitted in three-ringed binders of any size up to 11 × 17. Staples shall not be used. The outside front cover of each binder shall indicate the Contractor’s name, the RFP number, and the title of the RFP. The signed original shall be marked “original” and the copies marked “copy” and numbered sequentially 1 through 10. The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position.
(g) Classified information. The Offeror shall not provide any classified information in response to this solicitation.

(h) Questions.

(1) Questions regarding this solicitation must be submitted to OCCMED@emcbc.doe.gov no later than [TBD]. 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 (2) weeks before the proposal submission date. The Government will not identify prospective Offerors submitting questions. Offerors must check the procurement website periodically to ascertain the status of answers to questions.

(2) This solicitation is considered complete and adequately describes the Government’s requirements. If an Offeror believes that there is an error in the solicitation, or an omission, the Offeror shall submit a question to OCCMED@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.


(a) Cover letter. The Offeror may provide a brief cover letter. The cover letter will not be considered in the evaluation.

(b) General. Volume I - Offer and Other Documents, contains the offer to enter into a contract and other documents. The signed original(s) of all documents requiring signature by Offerors shall be contained in the original Volume I. Offerors shall include the information listed in the following paragraphs in Volume I, assembled in the order listed. In cases where the Offeror is required to fill in information in a contract clause, the Offeror shall submit only those pages that require input of information or a signature. Those specific areas are:
Section B Clause:

(i) Table B-2, Estimated Contract Cost/Price by CLIN
(ii) Table B-3, CLIN 0001
(iii) Table B-4, CLIN 0002
(iv) Table B-6, CLIN 0004
(v) Table B-7, CLIN 1002
(vi) Table B-9, CLIN 1004
(vii) Table B-10, CLIN 2002
(viii) Table B-12, CLIN 2004

Section H Clauses:

(ix) DOE-H-2017 entitled, Responsible Corporate Official and Corporate Board of Directors (Oct 2014)
(x) DOE-H-2051 entitled, Representations, Certifications, and Other Statements of the Offeror – Alternate II (Oct 2014)
(xi) DOE-H-2070 entitled, Key Personnel – Alternate I (Oct 2014) Revised

Section I Clauses:

(xii) FAR 52.219-4 entitled, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014)
(xiii) FAR 52.223-3 entitled, Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (Jul 1995)
(xiv) FAR 52.227-23 entitled, Rights to Proposal Data (Technical) (Jun 1987)
(xv) DEAR 952.227-82 entitled, Rights to Proposal Data (Apr 1994)

(c) SF 33, Solicitation, Offer and Award – one (1) signed original of the SF 33 must be provided in addition to a copy for each set of the Volume I.

(1) The person signing the SF 33 must have the authority to commit the Offeror to the terms and conditions of the resulting contract - Sections A - J. By signing and submitting the SF 33, the Offeror commits to accept the resulting contract as contained in the solicitation, unless an exception or deviation to the terms and conditions as stated in the solicitation is explicitly stated by the Offeror in accordance with the below subsection (g) Exceptions and Deviations.

(2) The Offeror must acknowledge receipt of all amendments to the solicitation in block 14 of the SF 33.

(3) The Offeror shall insert 365 calendar days in block 12 of the SF 33 in accordance with Section L provision L.7.

(d) Administrative information. Offerors shall provide the following information:
(1) Solicitation number (reference paragraph (c)(2)(i) of the Section L provision at FAR 52.215-1 entitled, Instructions to Offerors - Competitive Acquisition).

(2) Offeror name. Name, address, telephone, facsimile number, and e-mail, and Data Universal Numbering System Number (DUNS) of the Offeror (reference paragraph (c)(2)(ii) of the Section L provision at FAR 52.215-1 entitled, 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 entitled, Instructions to Offerors - Competitive Acquisition).

(4) Negotiators. Name(s), title(s), telephone, facsimile numbers, and e-mail 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 entitled, 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 entitled, Contract Administration Office Functions, including financial auditing, employment opportunity oversight, etc. Include agency name, address, and telephone number.

(e) Subcontractors and other entities.

(1) Name, address, and DUNS number for all proposed, named subcontractors that will perform any portion of the contract work.

(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) Team 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 51% or greater representation and voting authority on the corporate board for the Offeror.

(f) Representations and certifications.

(1) If the Offeror, including each entity participating in a joint venture, limited liability company, or teaming agreement thereof as defined in FAR 9.601(1), as well as any subcontractors have completed the annual representations and certifications electronically via the System for Award Management website in accordance with the provision at FAR 52.204-8 entitled, 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, including each entity participating in a joint venture, limited liability company, or teaming agreement thereof as defined in FAR 9.601(1), as well as any subcontractors have shall also complete any additional representations, certifications or other statements required in this solicitation’s Section K entitled, Representations, Certifications, and Other Statements of the Offeror.
(2) If the Offeror, including each entity participating in a joint venture, limited liability company, or teaming agreement thereof as defined in FAR 9.601(1), as well as any subcontractors have not completed the annual representations and certifications electronically via the System for Award Management, then each entity that has not, shall complete and provide all of the representations, certifications, and other statements of the Offeror as required in this solicitation’s Section K.

(g) Exceptions and deviations.

(1) Exceptions and/or deviations are not sought, and the Government is under no obligation to enter into discussions related to such. The Offeror shall specifically identify and fully explain any proposed exception to or deviation from the terms and conditions of the solicitation. Any proposed exceptions or deviations must identify the applicable solicitation section, clause or provision number, paragraph number, and the proposal volumes to which the exception or deviation applies. In addition to identifying this complete information in Volume I, any deviations or exceptions shall be repeated in the other volumes to which the deviation or exception applies - Volumes II and III. Only exceptions 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) Facility clearance verification. The Offeror shall submit the US Department of Defense (DoD) Commercial and Government Entity (CAGE) code, or DOE or Nuclear Regulatory Commission (NRC) facility clearance number for the Offeror, subcontractors, and team members who will perform work under a contract resulting from this solicitation. If the Offeror, or any of its subcontractors or team members, does not possess such a CAGE code or DOE/NRC facility clearance number, the Offeror, subcontractor, and/or team member shall submit the information required by the provision at DEAR 952.204-73 entitled, Facility Clearance, found elsewhere in this Section L. Further information is available at [https://foci.anl.gov](https://foci.anl.gov).

All Offerors, their subcontractors (if applicable) or team members, that do not possess a CAGE code or DOE/NRC facility clearance number, shall complete the required entries into the DOE Foreign Ownership, Control, or Influence (FOCI) Electronic Submission System (ESS) located at [https://foci.anl.gov](https://foci.anl.gov). Use of the DOE FOCI ESS is mandatory for all Offerors, subcontractors (if applicable), and/or team members that do not possess a facility clearance.

Offerors are encouraged to transmit FOCI information well before the deadline for proposal submission. Under the DOE FOCI ESS, electronic signatures cannot be accepted; thus, the signed original SF 328 executed in accordance with the form’s instructions, and any other forms requiring a signature or seal shall be printed, signed, and submitted to the federal FOCI Operations Manager at the mailing address provided in the system. When filling out the New User Registration information in the DOE FOCI ESS, select “Richland Operations Office” as the FOCI Office that will review your submission for this solicitation when it is completed. Include the solicitation name and number in the “Reason for Request” field.

(i) Performance guarantee agreement. The Offeror shall provide the Performance Guarantee Agreement in accordance with the clause DOE-H-2016 entitled, Performance Guarantee Agreement. See Section...
(j) Responsible Corporate Official. The Offeror shall provide the name of the responsible corporate official and other information related to the corporate board of directors in accordance with the clause DOE-H-2017 entitled, Responsible Corporate Official and Corporate Board of Directors.

(k) Small business subcontracting plan.

(1) A completed and acceptable Small Business Subcontracting Plan is required to be submitted in accordance with the Section I, FAR 52.219-9 entitled, Small Business Subcontracting Plan, Alternate II, and proposal instructions herein. This plan will become part of the contract as Section J, Attachment J-5 entitled, Small Business Subcontracting Plan.

(2) To be considered acceptable, the Offeror’s plan shall address, in adequate detail, each of the 15 elements identified in FAR 52.219-9(d) with a separate part for the basic contract and separate parts for each option per FAR 52.219-9(c). Failure by a large business Offeror to submit and/or negotiate a subcontracting plan that addresses each of the fifteen elements identified in FAR 52.219-9(d) in adequate detail may make the Offeror ineligible for award of a contract. See FAR 19.702 (a)(1) entitled, Statutory Requirements, regarding failure of the apparent successful Offeror to negotiate and submit a Plan acceptable to the Contracting Officer.

(3) The Offeror shall establish goals that afford small businesses with the maximum practicable opportunity to participate in contract performance consistent with efficient performance. In developing its proposed plan, the Offeror shall establish minimum goals for each small business category as follows:

<table>
<thead>
<tr>
<th>Small Business Category</th>
<th>Small Business Goals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Businesses</td>
<td>20% [Proposed]*</td>
</tr>
<tr>
<td>Small Disadvantaged Business</td>
<td>5%</td>
</tr>
<tr>
<td>Women-Owned Small Business</td>
<td>5%</td>
</tr>
<tr>
<td>HUBZONE (includes HUBZONE-certified Indian Tribal Government-Owned businesses)</td>
<td>3%</td>
</tr>
<tr>
<td>Veteran-Owned Small Business</td>
<td>3%</td>
</tr>
<tr>
<td>Service-Disabled Veteran-Owned Small Business</td>
<td>3%</td>
</tr>
</tbody>
</table>

*The overall SB goal percentage of total subcontracted work shall be proposed by the Offeror and shall be consistent to the requirements to Section H clause entitled, Subcontracted Work. The small business subcategories may not necessarily add up to the overall percentage in the “Small Business” category, since some small businesses may not fall into any of the subcategories, while others may fall into more than one subcategory.

SDB = Small Disadvantaged Business
SDVOSB = Service-Disabled Veteran-Owned Small Business
WOSB = Women-Owned Small Business

(4) Proposed small business goals shall be the percent of total subcontracted work specified in the Offeror’s Small Business Subcontracting Plan. Amounts proposed for subcontracting base and small business participation shall comply with the limitations of the Section H clause entitled, Subcontracted Work.
(5) In addition to submitting a Small Business Subcontracting Plan, Offerors shall complete Section L Attachment entitled, Small Business Subcontracting Tables, which provides a breakdown of the Offeror’s proposed goals and dollars, by small business category, expressed in terms of both a percent of Total Contract Value and a percent of Total Subcontracted Work. Offerors shall show the proposed subcontracting goals for the basic contract requirement and each option separately. The tables shall also break out costs being proposed/allocated to small business concerns to the extent known (by small business category), by PWS element, and by contract year.

(l) Community Commitment Plan. The Offeror shall provide a Community Commitment Plan that demonstrates meaningful partnership with the community and support of sustainable economic use of the site. See the Section H Clause entitled, Contractor Community Commitment. The Plan will become part of the resulting Contract as an attachment to Section J.

(m) Organizational Conflicts of Interest (OCI).

The Offeror, including each entity participating in a joint venture, limited liability company (LLC), or teaming agreement thereof as defined in FAR 9.601(1), as well as any named subcontractor(s), shall provide a fully executed Section K clause entitled, Organizational Conflicts of Interest Disclosure, and any necessary statements required by the provision. If the Offeror believes there is an existing or potential OCI, (not identified per the performance restrictions described in the Section H clause entitled, Organizational Conflict of Interest Between Hanford Site Contracts) the Offeror shall submit an appropriate Organizational Conflict of Interest Mitigation Plan with its proposal to include information consistent with the requirements of the Section H clause entitled, Organizational Conflict of Interest Management Plan. If the Department requires additional explanation or interpretation regarding the proposed Organizational Conflict of Interest Mitigation Plan for evaluation purposes, this would be handled as clarifications or communications with Offerors, in accordance with subsections (a) and (b) of FAR 15.306 entitled, Exchanges with Offerors After Receipt of Proposals.

Pursuant to FAR 9.504 entitled, Organizational and Consultant Conflicts of Interest, DOE has evaluated the Occupational Medical Services Contract (OccMed) for potential OCI and has determined that the OccMed scope of work will create an actual OCI between the contractor performing the current Mission Support Contract (MSC) work, or any future contract with the same scope. DOE has further determined that the OCI cannot be neutralized or mitigated.

To avoid the OCI, DOE has determined that the OccMed Contractor and its team members, as defined in FAR 9.6, Contractor Team Arrangements, may not be concurrently performing the work scope under the Mission Support Contract (MSC) awarded in 2009; and not concurrently:

(1) A prime contractor for the Hanford Mission Essential Services Contract (HMESC), the MSC’s successor contractor; or

(2) An HMESC (or successor contractor) teaming member or subcontractor performing work in any of the following conflicted areas: a) Safeguards and Security; b) Emergency and First Responders; c) Information Technology and Management; d) Portfolio Analysis, Project Support, and Independence Assessment; and e) Environmental Integration and Environmental Compliance Support.

This Contract limitation applies to any parent companies or affiliates of the prime contractors and subcontractors described above. In submitting its offer, the Offeror agrees to the above restriction. (See also Contract Clause H entitled, Organizational Conflict of Interest Between Hanford Site Contracts.) It will be the responsibility of the Offeror, including subcontractors, to adequately demonstrate compliance within the proposal submission to the OCI requirements and associated performance restrictions. If the Offeror, including subcontractors, are not in compliance at the time of
proposal submission, the Offeror shall submit an Organizational Conflict of Interest Management Plan per the instructions of this paragraph (m) demonstrating how the Offeror, including subcontractors, will achieve compliance by the initial Contract NTP.

(mn) Organizational Conflicts of Interest – Affiliate (s).

For purposes of proposal preparation, potential prime contractor agreements with subcontractors, as defined by FAR Subpart 9.601 (2), for any subcontractor that is an affiliate of the prime contractor, as described in the Section H clause entitled, Organizational Conflict of Interest – Affiliate(s), may create an impermissible impaired objectivity organizational conflict of interest (OCI). Absent sufficient specific measures to neutralize or avoid the existence of an OCI as demonstrated in an Organizational Conflict of Interest Management Plan per the instructions above in paragraph (m), proposing an affiliate subcontract relationship, as either a critical or non-critical subcontractor, will disqualify an Offeror, thereby making the Offeror ineligible for award.

(no) Equal Opportunity Compliance.

The Offeror shall provide all of the information required to perform a pre-award onsite equal opportunity compliance evaluation in accordance with FAR 52.222-24. This information shall include the company name, address, phone number and the point of contact for the Equal Employment Opportunity Commission. This information shall be provided for the Offeror, including each entity participating in a joint venture, limited liability company, or teaming agreement thereof as defined in FAR 9.601(1), as well as any named subcontractor(s).

L.10 DEAR 952.204-73 Facility Clearance (Aug 2016)

Notices

Section 2536 of title 10, United States Code, prohibits the award of a contract under a national security program to an entity controlled by a foreign Government if it is necessary for that entity to be given access to information in a prescribed category of information in order to perform the contract unless a waiver is granted by the Secretary of Energy. In addition, a Facility Clearance and FOCI information are required when the contract or subcontract to be awarded is expected to require employees to have access authorizations.

Offerors who have either a DoD or a DOE Facility Clearance generally need not resubmit the following foreign ownership information unless specifically requested to do so. Instead, provide your DOE Facility Clearance code or your DoD assigned CAGE code. If uncertain, consult the office which issued this solicitation.

(a) Use of Certificate Pertaining to Foreign Interests, SF 328.

(1) The Contract work anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the Contractor’s organization and access authorizations (security clearances) for Contractor personnel working with the classified information or special nuclear material. To obtain a Facility Clearance, the Contractor must submit the SF 328 entitled, Certificate Pertaining to Foreign Interests, and all required supporting documents to form a complete FOCI Package. The Contractor will submit the FOCI information in the format directed by DOE. When completed, the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer.

(2) Information submitted by the Offeror in response to the SF 328 will be used solely for the purposes of evaluating FOCI and will be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.
(3) Following submission of a SF 328 and prior to contract award, the Contractor shall immediately submit to the Contracting Officer written notification of any changes in the extent and nature of FOCI which could affect the Offeror’s answers to the questions in SF 328. Following award of a contract, the Contractor must immediately submit to the cognizant security office written notification of any changes in the extent and nature of FOCI which could affect the Offeror’s answers to the questions in SF 328. Notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the U.S. Department of Justice (DOJ) must also be furnished concurrently to the cognizant security office.

(b) Definitions.

(1) Foreign Interest means any of the following:

(i) A foreign government, foreign government agency, or representative of a foreign government;

(ii) Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the United States or its possessions and trust territories; and

(iii) Any person who is not a citizen or national of the United States.

(2) “FOCI” means the situation where the degree of ownership, control, or influence over a Contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or special nuclear material may result.

(c) “Facility Clearance” means an administrative determination that a facility is eligible to access, produce, use or store classified information, or special nuclear material. A Facility Clearance is based upon a determination that satisfactory safeguards and security measures are carried out for the activities being performed at the facility. It is DOE policy that all Contractors or Subcontractors requiring access authorizations be processed for a Facility Clearance at the level appropriate to the activities being performed under the contract. Approval for a Facility Clearance shall be based upon:

(1) A favorable FOCI determination based upon the Contractor’s response to the 10 questions in SF 328 and any required, supporting data provided by the Contractor;

(2) A contract or proposed contract containing the appropriate security clauses;

(3) Approved safeguards and security plans which describe protective measures appropriate to the activities being performed at the facility;

(4) An established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System if access to nuclear materials is involved;

(5) A survey conducted no more than six (6) months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;

(6) Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and

(7) Access authorizations for key management personnel who will be determined on a case-by-case basis, and must possess or be in the process of obtaining access authorizations equivalent to the level of the Facility Clearance.
(d) A Facility Clearance is required prior to the award of a contract requiring access to classified information and the granting of any access authorizations under a contract. Prior to award of a contract, the DOE must determine that award of the contract to the Offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract. The Contracting Officer may require the Offeror to submit such additional information as deemed pertinent to this determination.

(e) A Facility Clearance is required even for contracts that do not require the Contractor’s corporate offices to receive, process, reproduce, store, transmit, or handle classified information or special nuclear material, but which require DOE access authorizations for the Contractor’s employees to perform work at a DOE location. This type facility is identified as a non-possessing facility.

(f) Except as otherwise authorized in writing by the Contracting Officer, the provisions of any resulting contract must require that the Contractor insert provisions similar to the foregoing in all subcontracts and purchase orders. Any Subcontractors requiring access authorizations for access to classified information or special nuclear material shall be directed to provide responses to the questions in SF 328, Certificate Pertaining to Foreign Interests, directly to the prime Contractor or the Contracting Officer for the prime contract.

Notice to Offerors—Contents Review (Please Review Before Submitting)

Prior to submitting the SF 328, required by paragraph (a)(1) of this clause, the Offeror should review the FOCI submission to ensure that:

1. The SF 328 has been signed and dated by an authorized official of the company;
2. If publicly owned, the Contractor’s most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privately owned, the audited, consolidated financial information for the most recently closed accounting year has been attached;
3. A copy of the company’s articles of incorporation and an attested copy of the company’s by-laws, or similar documents filed for the company’s existence and management, and all amendments to those documents have been attached;
4. A list identifying the organization’s owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the government agency(ies) that granted or will be granting those clearances; and
5. A summary FOCI data sheet has been included.

Note: A FOCI submission must be attached for each tier parent organization (if any) (i.e., ultimate parent and any intervening levels of ownership). If any of these documents are missing, award of the contract cannot be completed.


(a) The Technical and Management Proposal (Volume II), consists of written information to allow Offerors to demonstrate their approach and capabilities to perform the prospective contract. The instructions contained in this and other provisions of the solicitation are provided to assist Offerors in preparing their proposals and are not evaluation factors, however failure to comply with these instructions may result in a deficient proposal. The Technical and Management Proposal will be
evaluated in accordance with the evaluation factors stated in Section M entitled, *Evaluation Factors for Award.*

(b) 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 entitled, *Proposal Preparation Instructions-General,* and other applicable provisions of the solicitation, including any required format and page limitations. Offerors shall be specific and complete in addressing the information required to be included in the Technical and Management Proposal. Offerors shall not simply offer to perform work in accordance with the work statement; rather, Offerors shall provide their specific approach and capabilities to perform the required work. Moreover, Offerors shall not merely restate the work scope and/or other solicitation requirements in its technical and management proposal.

(d) The Offeror’s proposal submission, including Volumes II and III, shall include critical subcontractors.

(e) No cost or price information shall be included in the Technical and Management Proposal, unless specifically requested in the solicitation.


**Factor 1: Technical Approach (The Technical Approach shall not exceed 35 pages.)**

Offerors shall include the following information in the Volume II - Technical and Management Proposal, related to the Offeror’s proposed technical approach:

(a) The Offeror shall demonstrate its technical understanding of and describe its approach to accomplishing the PWS. Sufficient detail shall be included to enable the Government to ascertain the Offeror’s, completeness, capability, technical understanding, quality, and effectiveness of the Offeror’s proposed technical approach.

(b) The Offeror shall describe its understanding and approach to the management and administration of pension and benefit plans as described in Section H.5 entitled, *Benefit Plans: Pension and Post Retirement Benefits.* As part of its approach, the Offeror shall demonstrate its expertise (on staff or contracted personnel).

(c) The Offeror shall describe its approach to Contract Transition including the process, rationale and planned activities and milestones necessary for conducting a safe orderly contract transition and for minimizing impacts on continuity of operations. The Offeror shall identify key issues that may arise during transition and their associated resolutions and describe its planned interactions with DOE, the Incumbent Contractor, Incumbent Workers and other Site contractors. The Offeror shall provide a detailed transition schedule identifying the proposed transition milestones and associated activities necessary to assume full authority and responsibility for the contract within the 90-day transition period.

(d) The Offeror shall describe its proposed approach to providing occupational medical services, as identified in Section C entitled, *Firm-Fixed Price Occupational Medical Services,* demonstrating how the proposed approach will provide safe, high quality, efficient, and timely delivery of the required services. The description shall include the methods, benefits, and rationale for the Offeror’s proposed approach and quality assurance practices to accomplish the required occupational medical services. The Offeror shall describe the procedures to be used to perform routine evaluations of
worker health using medical surveillance data; the approach to present ongoing comprehensive
epidemiological data and studies (to include health trending, population health analysis), and the
approach to conduct ongoing quality assurance with particular emphasis on the self-assessment
process to be used.

(e) The Offeror shall describe its approach to communication and interface with internal organizations,
subcontractors, other performing entities, and outside entities including DOE, other DOE contractors
and subcontractors, regulatory agencies, state and local governments, the public, and other entities.

(f) The Offeror shall describe its approach to performing Beryllium services (e.g., blood work/analysis,
physical exams and tests, and consultations). The approach shall describe methods in sufficient detail
for the Government to assess the effectiveness of the Offeror’s approach to address all of the
Beryllium services stated in the PWS.

(g) Subcontracting Approach and Commitment to Small Business Utilization.

(1) The Offeror shall describe its approach to meet the requirement to subcontract at least 20 percent
of the Total Contract Value at the time of Contract award (exclusive of the maximum value of the
IDIQ CLINs) in an effective manner. The Offeror shall also describe its approach to meet the
requirement to subcontract at least half of the 20 percent (10 percent of total Contract Value) to small
businesses in an effective manner. The Offeror shall identify what scope elements the small
businesses are responsible for providing. If the subcontractor(s) is (are) known, Offerors must
connect the work to the subcontractor. In addition, the Offeror shall describe its strategy and
approach to subcontract meaningful work scope (as defined in Section H entitled, Subcontracted
Work) that can be performance-based and performed by small business subcontractors. The
Offeror shall describe its decision process regarding use of subcontractors instead of performing
the work itself, and its approach for managing subcontractors.

(2) All Offerors shall provide information demonstrating the extent of its commitment to utilize
small business concerns and to support their development. The Offeror information provided shall
describe its also include a description of the Offeror’s approach to Small Business outreach,
assistance, participation in the Mentor Protégé Program, counseling, market research and Small
Business identification, and a description of relevant purchasing procedures.

L.13 Proposal Preparation Instructions, Volume II – Key Personnel and
Organization

Factor 2: Key Personnel and Organization (The Key Personnel and Organization section shall not
exceed ten pages, exclusive of resumes and letters of commitment. The key personnel resumes are
limited to four pages for each resume and one page for each letter of commitment).

Offerors shall include the following information in the Volume II - Technical and Management Proposal,
related to the proposed key personnel and organization:

(a) Key personnel. The Offeror shall propose four required key personnel. The required Key Personnel
positions include:

- Program Manager,
- Site Occupational Medical Director,
- Nursing Director,
- Business and Contracts Manager.
The key personnel should meet the minimum qualifications described in Section H clause entitled, Qualifications of Key Personnel. Key personnel will be evaluated on the degree to which they are qualified and suitable for the proposed position.

**Failure of the Offeror to propose the four required key personnel positions or to confirm the availability of all key personnel as being assigned to the contract full time and physically located on the Hanford Site or within the local area will adversely affect the Government’s evaluation.**

(1) The Offeror shall identify the organization that will employ each of the key personnel during performance of the contract, e.g., Offeror, Offeror affiliates, teaming partners, or subcontractors; and the Key Personnel authority level and the extent to which each key personnel position will have access to corporate resources.

(2) The Offeror shall confirm the availability of the key personnel as being full-time assigned to the Contract and physically located on the Hanford Site or within the local area.

(b) Resume.

(1) The Offeror shall provide written resumes for all proposed key personnel in the format shown in Attachment L-2. The resume shall describe the key person’s education, relevant experience, accomplishments, and other information supporting the individual’s qualifications and suitability for the proposed position. The resume shall address the following:

(i) Relevant experience on work of similar scope, size, and complexity to that required for the proposed position. Similar scope, size, and complexity are defined as follows: scope, type of work (e.g., work as identified in the PWS); size, dollar value (including total value and approximate annual value) and contract period of performance; and complexity, performance challenges/problems and risks (e.g., management and integration as a prime contractor at a large Government site with multiple Government contractors, volatile Government priorities and technical requirements, budget fluctuations, and integration and coordination with stakeholders and other Contractors).

(ii) Record of past success including leadership and other accomplishments in performing work of similar scope, size, and complexity to that required for the proposed position.

(iii) Education, training, certifications, and licenses, that supports the suitability for the proposed position.

(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 assess each individual’s suitability for the proposed position. DOE may contact any or all of the references or past employers.

**Failure to submit a resume for all four key personnel, in the required format, will adversely affect the Government’s evaluation of the proposal and may make the proposal ineligible for award.**

(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 the Notice to Proceed of the contract for a period of two years. The Letter of Commitment shall state as follows:
1. 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 years beginning on the date of the Notice to Proceed of the contract.

Failure to submit a letter of commitment for each of the four required key personnel will adversely affect the Government’s evaluation of the proposal and may make the proposal ineligible for award.

(d) Organization. Offerors shall include the following information in the Volume II-Technical and Management Proposal related to the proposed organization:

(1) Organization chart. The Offeror shall provide an organizational chart depicting the major functional areas of the Offeror’s proposed organization that the Offeror considers essential for the management and performance of the work, including contract transition. The Offeror shall show the names of proposed key personnel. The Offeror’s organizational chart shall depict the linkage(s) between the Offeror and the parent organization(s). The Offeror’s organizational chart shall show the organization levels depicted on the Offeror’s organization chart (e.g., working and reporting lines, divisional relationships, management layers, chain of command) and how they align and correlate to the proposed rationale for the organizational structure and the proposed roles, responsibilities, and lines of authority.

(2) Rationale for organizational structure. The Offeror shall describe the rationale for the proposed organizational structure in relation to the work to be performed and how the organizational structure, including subcontractors, will contribute to the successful accomplishment of the work in accordance with the proposed technical approach. If subcontractors or other performing entities are proposed, address how their performance will be integrated with the Offeror’s organizational structure.

(3) Roles, Responsibilities, and Lines of Authority. The Offeror shall describe the roles, responsibilities, and lines of authority for the major functional areas identified on the organizational chart, including lines of authority between the Offeror’s organizational elements or specific individuals (including proposed key personnel) and its subcontractors and any other performing entities. The Offeror shall describe the roles, responsibilities, and line of authority to clearly and effectively address the PWS elements.

(4) Communication and interface. The Offeror shall describe its approach to communication and interface with internal organizations, critical subcontractors and other performing entities, and outside entities, including DOE, other DOE Contractors and subcontractors, regulatory agencies, state and local Governments, the public, and other entities.

(5) Offeror entity. If the Offeror is an LLC, joint venture or other similar entity, it shall describe how it will operate its multi-member and/or shared ownership. The Offeror’s multi-member, and/or shared ownership shall include one entity with 51% or greater representation and voting authority on the corporate board, and shall identify the name of that one entity. The Offeror shall further describe precisely who will employ the Offeror’s workforce, e.g., Offeror, parent, or team member companies, and how that workforce will be managed.

(6) Corporate Governance. The Offeror shall describe its corporate governance approach to provide oversight of the Offeror’s performance of the contract and help ensure successful performance of the contract. The Offeror shall describe how performance will be monitored and issues resolved,
including visibility and communication with DOE. The Offeror shall describe how governance
and resolution of issues will be handled if multi-member, shared ownership entities are involved.

L.14 DOE-L-2009 Proposal Preparation Instructions, Volume II – Experience
(Oct 2015)

Factor 3: Experience (The Experience section shall be limited to the Attachment L-3, Past
Performance and Experience Reference Information Form, which is limited to seven pages per
contract or project, and the completed Attachment L-7, Work Performance Matrix. Only one
completed Attachment L-3, Past Performance and Experience Reference Information Form shall be
submitted for each contract or project to support both the Experience and Past Performance factors.
The completed Attachment L-3, Past Performance and Experience Reference Information forms and
Attachment L-7, Work Performance Matrix, shall be organized under the Past Performance Factor in
Volume II for proposal submission purposes, with a reference to the documents in this section).

Offerors shall include the following information in the Volume II - Technical and Management Proposal,
related to the Offeror’s experience:

(a) Offeror. The Offeror, to include all members of a teaming arrangement as defined in FAR 9.601(1),
shall describe its recent and relevant experience in performing work similar in scope, size, and
complexity to the requirements of the PWS. Similar scope, size, and complexity are defined as
follows: scope, type of work (e.g., work as identified in the PWS); size, dollar value (including total
value and approximate average annual value) and contract period of performance; and complexity,
performance challenges/problems and risks (e.g., management and integration as a prime contractor at
a large Government site with multiple Government contractors, volatile Government priorities and
technical requirements, budget fluctuations, and integration and coordination with stakeholders and
other Contractors) for contracts that are currently being performed and/or for contracts that were
completed within the last three years from the solicitation issuance date. In describing relevant
experience, Offerors shall describe the outcomes of specific work experiences (e.g., level to which
contract requirements and objectives were met).

(b) Work to be performed. The experience provided for the Offeror or other entities shall describe its
relevancy to the work that is proposed to be performed by that individual entity. Specific cross
references shall be made between the applicable sections of the PWS, the work to be performed by
each entity, and the relevant experience of that entity. Each discrete example of experience must be
attributed to a specific entity. The Offeror shall complete the Work Performance Matrix
(Attachment L-7) for the prime Offeror and each entity with the percentage of work that each will
perform in each PWS area, and shall ensure consistency to the information provided within the
Attachment L-3, Past Performance and Experience Reference Information Form.

(c) Newly formed entity. If the Offeror is, a newly formed entity with no experience, the Offeror shall
provide relevant experience for the parent organization(s) or the member organizations in a joint
venture, Limited Liability Company, or other similar or affiliated companies provided the Offeror’s
proposal demonstrates that the resources of the parent, member, or affiliated company will be
provided or relied uponentity as defined in contract performance such that the parent, member, or
affiliate will have meaningful involvement in contract performance. If a common parent company is
used to establish the nexus between the Offeror and affiliated company, the Offeror must demonstrate
how the affiliate and Offeror rely on, for example, similar assets, resources, policies, and procedures
of the common parent company. FAR 9.601(1). The Offeror may also provide relevant experience on
predecessor companies resulting from mergers and acquisitions.

(d) Contracts information. The Offeror shall provide the relevant experience information as requested in
this provision on three (3) contracts, either completed or currently being performed by the Offeror;
and three (3) contracts, either completed or currently being performed for each proposed critical subcontractor. If the Offeror is a newly formed entity, the Offeror shall provide relevant experience information on three (3) contracts for each parent organization(s) or each member of a teaming arrangement, as defined in FAR 9.601(1), if the Offeror is a joint venture, limited liability company, or similar entity. 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 three (3) years from the final solicitation issuance date.

1. Contracts may be, but are not limited to, contracts, task orders, delivery orders or other legal agreements with federal, state, local and foreign governments and/or with commercial customers.

2. Contracts contained in the Past Performance and Experience Reference Information Form shall be the same as those provided for the past performance factor, in accordance with provision DOE-L-2010 entitled, Proposal Preparation Instructions, Volume II – Past Performance. Only one form shall be provided for each reference contract to address both the Past Performance and Experience factors, and the forms shall be organized under the Past Performance Factor in Volume II for proposal submission purposes.

3. Attachment L-3, Past Performance and Experience Reference Information Form, is limited to seven (7) pages. Information pertaining to the Experience evaluation factor shall only be provided within Attachment L-3. DOE does not want and will not evaluate a summary section highlighting relevant experience that is submitted in addition to Attachment L-3.

4. Sufficient information shall be provided to enable the Government to clearly identify the portion of work to be performed by each entity (Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and subcontractors) under the Offeror’s proposed approach.

(e) Verification of experience. The Government may verify an Offeror’s or Subcontractor’s experience, including represented outcomes of specific work experiences, from third-party sources, including reference checks from customers, clients, and business partners.


Factor 4: Past Performance (The Past Performance section shall be limited to the Attachment L-3, Past Performance and Experience Reference Information Forms, which are limited to seven pages per contract; the Attachment L-5, List of Contracts Terminated for Default or Convenience and the Attachment L-6, List of DOE Contracts, and the completed Attachment L-7, Work Performance Matrix, which have no page limits. Only one completed Attachment L-3, Past Performance and Experience Reference Information Form shall be submitted for each contract to support both the Experience and Past Performance factors. The completed L-3 forms, L-5, L-6, L-7, and Past Performance Consent(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, related to the Offeror’s past performance:

(a) Offeror. The Offeror, to include all members of a teaming arrangement, as defined by FAR 9.601(1), shall provide information on its record of recent relevant past performance on work similar in scope, size, and complexity to the requirements of the PWS. Similar scope, size, and complexity are defined as follows: scope, type of work (e.g., work as identified in the PWS); size, dollar value (including
total value and approximate annual value) and contract period of performance; and complexity,
performance challenges/problems and risks (e.g., management and integration as a prime contractor
at a large Government site with multiple Government Contractors, volatile Government priorities and
technical requirements, budget fluctuations, and integration and coordination with stakeholders and
other Contractors). In describing past performance, Offerors shall describe the outcomes of specific
work experiences, e.g., level to which contract requirements and objectives were met for contracts
that are currently being performed and/or for contracts that were completed within the last three years
from the final solicitation issuance date.

(b) Critical subcontractor. In addition to the Offeror’s information on relevant past performance, the
Offeror shall provide information on the relevant past performance for any proposed critical
subcontractors that are proposed to perform work under the contract. Critical subcontractors are
defined in Section L.8 (a)(2). The Offeror’s other subcontractor(s), not meeting the critical
subcontractor definition, shall not submit past performance information and any submitted
information will not be evaluated. The Offeror shall provide information on contracts that are most
similar in scope, size, and complexity, as defined above in paragraph (a), to that portion of the work
that the subcontractor is proposed to perform under this solicitation. The contracts
submitted shall be currently being performed and/or were completed within the last three years from
the original solicitation issuance date.

(c) Work to be performed. The record of past performance provided for the Offeror, to include all
members of a teaming arrangement, as defined in FAR 9.601(1), and critical subcontractors and/or
other entities shall describe its relevancy that is similar to the work that is proposed to be performed
by that individual entity. Specific cross references shall be made between the applicable sections of
the PWS, the work to be performed by each entity, and the relevant past performance of that entity.
Each discrete record of past performance 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 (Offeror, to include members
of a teaming arrangement, as defined in FAR 9.601(1), and/or teaming participants) under the
Offeror’s proposed approach. The Offeror shall complete the Work Performance Matrix
(Attachment L-7) for the prime Offeror and each entity with the percentage of work that each will
perform in each PWS area, and shall ensure consistency to the information provided within the
Attachment L-3, Past Performance and Experience Reference Information Form.

(d) Newly formed entity. The Offeror, and any critical subcontractors that are set up as separate corporate
tentities solely to perform this contract, may provide past performance information for its parent
organization(s), member organizations in a joint venture, LLC, or other similar or affiliated
companies provided the Offeror’s proposal demonstrates that the resources of the parent, member, or
affiliated company will be provided or relied upon in contract performance such that the parent,
member, or affiliate will have meaningful involvement in contract performance. If a common parent
company is used to establish the nexus between the Offeror and an affiliated company, the Offeror
must demonstrate how the affiliate and Offeror rely on, for example, similar assets, resources,
policies, and procedures of the common parent company.

The Offeror or critical subcontractors may also provide past performance information on predecessor
companies that existed prior to any mergers or acquisitions.

(e) Contracts information. The Offeror shall provide past performance information on three contracts,
either completed or currently being performed by the Offeror; and three contracts for the Offeror,
parent organization(s) or each member of a teaming arrangement, as defined in FAR 9.601(1) and
critical subcontractors, if the Offeror is a joint venture, limited liability company, or similar entity.
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 three years from the final
solicitation issuance date.

(1) Past performance information form. The Offeror shall submit its past performance information
on the Past Performance and Experience Reference Information Form contained in Attachment
L-3 to Section L. One form shall be provided for each reference contract.

(2) 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.

(3) Contracts contained in the Past Performance and Experience Reference Information Form shall
be the same as those provided for the Experience factor. Only one form shall be provided for
each reference contract to address both Past Performance and Experience factors, and the forms
shall be organized under the Past Performance Factor in Volume II for proposal submission
purposes.

(f) Performance information. The Offeror shall identify risks, challenges and problems encountered in
the performance of the reference contract and actions initiated to mitigate or 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.

(1) Include information that describes for each contract the Offeror’s success in completing these
contracts or activities, including factors that demonstrate the effective and empathic
management of worker health; the treatment of illness and injury; the measures of effectiveness;
and any improvements implemented in the performance of the work.

(2) The Offeror shall provide a list, and brief description, of all lawsuits filed against Offeror of any
employee during the past three (3) years that are related to the delivery of occupational medical
services.

(g) Terminated contracts. The Offeror shall provide a listing of any contracts of the Offeror, to include all
members of a teaming arrangement, as defined by FAR 9.601(1), or other performing entities that
were terminated, including the reasons therefore, within the past three (3) years from the final
solicitation issuance date and complete Attachment L-5, List of Contracts Terminated for Default or
Convenience. This listing of terminated contracts is not limited to only those contracts contained in
the Past Performance and Experience Reference Information Form. If there are no terminated
contracts or projects to report, Attachment L-5 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 Questionnaire
contained in Attachment L-4 to Section L to each of the reference contract client point of contacts
found in block #7 of Attachment L-3, 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 two weeks prior to the
date for receipt of proposals.

(1) DOE address and contact information.

U.S. Department of Energy
Attention: Bill Hensley, Contracting Officer
U.S. Department of Energy
110 Boggs Lane Address: 250 E. 5th Street, Suite 450
Springdale City/State/Zip: Cincinnati, OH 45246
E-mail: bill.hensley@emcbc.doe.gov
Phone: (513) 246-0061

Envelopes shall be marked as follows: TO BE OPENED BY ADDRESSEE ONLY.
RFP NO. 89303318REM000011

(2) The Past Performance Questionnaire shall be completed and submitted by Contracting Officer
(or equivalents) with input from a Project Director or Contracting Officer’s Representative, as
needed.

(3) Receipt of the questionnaires by the Government is not subject to the provisions at FAR 52.215-1
entitled, Instructions to Offerors – Competitive Acquisition, related to late proposals.

(i) Sources of past performance information/close at hand information. The Government may contact
any or all of the references provided in the Past Performance and Experience Reference Information
Form. The Government may also obtain past performance information from sources other than those
provided by the Offeror. This may include, but is not 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 on work similar in scope, size, and complexity, as defined above in paragraph (a), and
within the last three (3) years from the final solicitation issuance date.

(j) List of DOE Contracts. The Offeror, to include all members of a teaming arrangement, as defined in
FAR 9.601(1), and each critical subcontractor shall provide a listing on Attachment L-6 of all DOE
prime contracts (including National Nuclear Security Administration [NNSA]) currently being
performed and/or for contracts that were completed within the last three years from the final
solicitation issuance date. This includes contracts for which the Offeror was a member organization in
a joint venture, limited liability company, 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 critical subcontractor that is being reviewed.
If there is a problem with a proposed subcontractor’s or team member’s past performance, the prime
member’s/subcontractor’s permission. Therefore, the Government is requesting the following consent
statement be completed, as applicable, by all proposed members of a teaming arrangement as defined
in FAR 9.601(1), and all critical subcontractors, by checking the appropriate “provide consent” or “do
no provide consent” box, as well as providing all other requested information.

Dear (Contracting Officer),

We are currently participating as a [teaming member/subcontractor] with [name of Offeror providing
proposal] in responding to the Department of Energy, RFP 89303318REM000011 for the Hanford
Occupational Medical Services Contract.
In order to facilitate the performance confidence assessment process we hereby [ ] provide consent [ ] do not provide consent to allow you to discuss our past and present performance information with the [name of Offeror providing proposal] during the source selection process.

________________________
________________________
(Signature and Title of individual who has the authority to sign for and legally bind the company)

Company Name:

Address:

Email:

Phone:

L.16 Proposal Preparation Instructions, Volume III – Price Proposal

Factor 5: Price

General - Offerors shall provide proposed Cost/Price by providing a completed Section B. The Offeror shall submit a completed Section B in Volume I entitled, Offer and Other Documents, by completing all B tables located in Section B entitled, Supplies or Services and Prices/Costs. Supporting detail for Section B shall be provided under this Volume III entitled, Price Proposal, in accordance with the instructions in this clause.

Instructions – Price Proposal

(a) All price information shall be included in Volume III of the proposal. None of the pricing information contained in Volume III should be included in any other proposal volumes unless specifically requested in the RFP.

(b) All pages in the Volume III entitled, Price Proposal, including forms, tables, and exhibits, shall be numbered and identified in a volume table of contents. The price proposal shall be sufficiently complete, so that cross-referencing to other proposal volumes is not necessary. There is no page limitation on the price proposal.

(c) Offerors shall provide total FFP proposal amounts at the PWS levels identified in Section C.3.2, Price Proposal Sheet tab entitled, C.3.2 Price Proposal Worksheet, found within Attachment L-10 entitled, Price Proposal Worksheets, when preparing the Offeror’s price proposal.

(d) Historical Reference Data (HREF) consists of historical information and quantities posted to the EMBC OcMed Acquisition website’s Documents Library for use by Offerors. HREF is included in the solicitation as reference material for Offerors; use of HREF is optional and at the Offeror’s discretion.

(e) Offerors shall utilize the binding assumptions within Attachment L-8 entitled, Assumptions, as well as the Direct Productive Labor Hours (DPLH) and Government Furnished Costs (GFC) included within L-10 entitled, Price Proposal Worksheets, when preparing the Offeror’s price proposal.

(f) The Offeror shall not propose use of any Government Furnished Property or Services/Information during the performance of this Contract that is in addition to the lists provided in the Electronic
Offerors shall propose price in fiscal year 2019 dollars for Year One. Proposed Price is to include any and all direct and/or indirect adders, such as annual escalation, use tax, business and occupation tax, etc. The Offeror shall propose price for each year and in total, including transition and option periods corresponding to the price proposed for performing the scope at the lowest level PWS applicable, as dictated by each tab within Attachment L-10 entitled, *Price Proposal Worksheets*. Offeror proposed prices shall be based on a 12 month fiscal year period, with the exception of a three month period of performance for CLIN 0001, and nine month periods of performance for CLINs 0002, and 0003, in Year One.

Proposed Cost/Price - The Offeror shall provide the proposed cost/price amounts, if applicable, in Section B, Table B-2, Estimated Contract Cost, or Price by CLIN, and referenced in tab Table B-2 in Attachment L-10 entitled, *Price Proposal Worksheets*, consistent with the Volume III proposal and in accordance with the following notes:

1. Firm-Fixed-Price Contract Transition – CLIN 0001 - The Offeror shall propose a total FFP amount for the transition performance period associated with PWS Section C.3.1.

2. Firm-Fixed-Price Occupational Medical Services – CLINs 0002, 1002, and 2002 - Offeror will complete the table with proposed prices for each C.3.2 PWS listed. Offeror will provide calculated Price Subtotals per each PWS period of performance, Total Proposed Price by period of performance (FFP CLIN), and Total Proposed Price for the Total Contract Period (FFP CLINs 0002, 1002, and 2002) in Attachment L-10 tab PWS C.3.2 Price Proposal worksheet. Offerors shall provide price information for each fiscal year and present all price information in order to provide full traceability between Section B and a completed Attachment L-10 tab, *Price Proposal Worksheet Summary*. No Back-Up Information or Basis of Estimate is to be provided by the Offeror.

3. Cost Reimbursement Occupational Medical Support Services – CLINs 0003, 1003, and 2003 - For proposal preparation purposes, all PWS C.3.3 CR Scope costs are provided as Government Furnished Information (GFI) in Attachment L-10 entitled, *Price Proposal Worksheets*, in tab PWS C.3.3 Cost Detail. The GFI Estimated Costs have been populated into the appropriate Section B Supplies or Services and Prices/Costs tables and in Attachment L-10 in tab PWS C.3.3 Cost Detail. No addition(s), deletion(s), or changes to the GFI Estimated Cost are to be made by the Offeror for CR PWS elements found in CLINs 0003, 1003, 2003.

4. IDIQ – CLINs 0004, 1004, and 2004 - GFI in Attachment L-10 entitled, *Price Proposal Worksheets*, tab PWS C.3.4 Consolidated Rate Schedule is provided as an example of anticipated annual hours by resource. The Offeror shall utilize all of the labor resource categories and hours as provided and no addition(s) or deletion(s) of resources are to be made by the Offeror. The Offeror is to complete the provided annual rate schedule in the tables with fully-burdened (DPLH) rates and also in the corresponding Section B Tables B-6, B-9, and B-12. Offerors shall provide fully burdened DPLH rates for all labor positions for all periods as applicable. The fully burdened DPLH rates shall reflect all applicable Fringe/Overhead, G/A, and mark-ups including profit. The GFI annual hours by resource in the IDIQ CLINs represent the quantity of supplies or services the Government may acquire. Section H clauses entitled, *Qualifications of Key Personnel*, and *Qualifications of Medical Personnel - Non-Key Personnel*, includes reference to the paragraphs describing the requirements for each resource description corresponding to the resources listed in Attachment L-10 entitled, *Price Proposal Worksheets*, tab PWS C.3.4 Consolidated Rate Schedule and Section B Tables B-6, B-9, and B-12.
Responsibility Determination and Financial Capability: FAR 9.104-1(a) entitled, 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 following:

1. Financial statements (audited, if available) and financial statement notes for the last three (3) fiscal years;
2. The information in subparagraph (1) above for each member of the Offeror team arrangement if a teaming arrangement is used;
3. The last three (3) annual reports for the parent corporation(s) or the organization(s) providing the Performance Guarantee Agreement. In order to consider the financial or other resources of the parent corporation entity(ies) or other guarantors, each of those entities must be legally bound, jointly and severally if more than one, to provide the necessary resources to the prospective Offeror and assume all contractual obligations of the prospective contractor; and
4. Any available lines of credit. Using the above information and other information, the government will make a FAR Part 9 entitled, Offeror Qualifications, responsibility determination of the prospective awardee. The government may request a financial capability review of each Offeror from the Defense Contract Audit Agency as part of the Government’s consideration in making the responsibility determination.

DOE-L-2014 Date, Time, and Place Offers are Due (Oct 2015)
All Offers required by this solicitation are due no later than [TBD]. Treatment of late submissions, modifications, and withdrawals are governed by the applicable provisions of the solicitation.

DOE-L-2016 Number of Awards (Oct 2015)
It is anticipated that there will be one award resulting from this solicitation. However, the Government reserves the right to make any number of awards, or no award, if considered to be in the Government’s best interest to do so.

DOE Contacts Regarding Future Employment
Offerors may contact incumbent contractor employees about future employment, except where prohibited by law. These contacts must take place outside the normal working hours of the employees.

DOE-L-2020 Small Business Set-Aside Information (Unrestricted)
This acquisition is unrestricted and contains no small business set-aside provisions.

DOE-L-2026 Service of Protest (Oct 2015)(Revised)
(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 acknowledgment of receipt from:

Bill Hensley
Contracting Officer
U.S. Department of Energy
110 Boggs Lane, Suite 450
Springdale, OH 45246

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) Another copy of a protest filed with the GAO shall be furnished to the following address within the time periods described in paragraph (b) of this provision:

U.S. Department of Energy
Assistant General Counsel for Procurement and Financial Assistance (GC-61)
1000 Independence Avenue, S.W.
Washington, DC 20585
Fax: (202) 586-4546

L.22 DOEL-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.)


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.

L.24 List of Section L Attachments

Attachment L-1 Performance Guarantee Agreement
Attachment L-2 Key Personnel Standard Resume Format
Attachment L-3 Past Performance and Experience Reference Information Form
Attachment L-4 Past Performance Cover Letter and Questionnaire
Attachment L-5 List of Contracts Terminated for Default or Convenience
Attachment L-6 List of DOE Contracts
Attachment L-7 Work Performance Matrix
Attachment L-8  Assumptions
Attachment L-9  Offeror’s Proposed Accounting System Information
Attachment L-10  PriceCost Proposal Worksheets
Attachment L-11  Small Business Subcontracting Tables
Attachment L-1

Performance Guarantee Agreement

For value received, and in consideration of, and to induce the United States (the Government) to enter
into Contract DE-______________________________________________ for the (Contract)
dated ________________, ________________, by and between the Government and
_____________________(contractor), the undersigned,
______________________ (Guarantor), a corporation incorporated in the State of
______________________ with its principal place of business

(a) The full and prompt payment and performance of all obligations, accrued and executory, which
contractor presently or hereafter may have to the Government and
(b) The full and prompt payment and performance by contractor of all obligations and liabilities of
contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now
existing or hereafter howsoever arising or incurred under the contract, and
(c) Guarantor further agrees to indemnify the Government against any losses the Government may
sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the
Government of any of its rights and remedies under the contract, in the event of a default by
contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the
Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the contract. Guarantor further agrees that contractor
shall have the full right, without any notice to or consent from Guarantor, to make any and all
modifications or amendments to the contract without affecting, impairing, or discharging, in whole or in
part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a
surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and
unconditionally binding upon Guarantor regardless of:

(i) The reorganization, merger, or consolidation of contractor into or with another entity,
corporate or otherwise, or the liquidation or dissolution of contractor, or the sale or other
disposition of all or substantially all of the capital stock, business or assets of contractor to
any other person or party;

(ii) The institution of any bankruptcy, reorganization, insolvency, debt agreement, or
receivership proceedings by or against contractor, or adjudication of contractor as a bankrupt;
or

(iii) The assertion by the Government against the contractor of any of the Government’s
rights and remedies provided for under the contract, including any modifications or
amendments thereto, or under any other document(s) or instrument(s) executed by contractor,
or existing in the Government’s favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be
continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any
right or remedy it may have against contractor or other Guarantors under the contract, or any
modifications or amendments thereto, or any other document(s) or instrument(s) executed by contractor,
or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or
obtain any judgment against contractor before enforcing this Performance Guarantee Agreement against
Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of
which is guaranteed hereunder and the payment of which by contractor is in default under the contract or
under any other document(s) or instrument(s) executed by contractor as aforesaid, and that Guarantor
will, upon demand, perform all other obligations of contractor, the performance of which by contractor is
guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be
unconditionally binding upon any successor(s) to its interests regardless of:

(i) The reorganization, merger, or consolidation of Guarantor into or with another entity,
corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale of other
disposition of all or substantially all of the capital stock, business, or assets of Guarantor to
any other person or party; or

(ii) The institution of any bankruptcy, reorganization, insolvency, debt agreement, or
receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this
Performance Guarantee Agreement is not in contravention of Guarantor’s Articles of Organization,
Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee
Agreement, and the performance thereof, has been duly authorized by the Guarantor’s Board of Directors,
Trustees, or any other management board which is required to participate in such decisions; and that the
execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach
of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party
or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee
Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies
whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its
duly authorized officer, and its corporate seal to be affixed hereto on

Date

Name of Corporation

Name and Position of Official Executing Performance Guarantee Agreement on Behalf of Guarantor

Attestation Including Application of Seal by an Official of Guarantor,
Authorized to
Affix Corporate Seal
This page intentionally left blank.
Attachment L-2

Key Personnel Standard Resume Format

(Resume Must Not Exceed Four [4] Pages in Length for Each Key Personnel)

Note: The Offeror may amend the format for Attachment L-2, Key Personnel Standard Resume Format, as long as the exact information, font and size (as identified in Section L.8, DOE-L-2001, Proposal Preparation Instructions - General [Oct 2015] Alternate I and Alternate II [Oct 2015]), and page limitations are followed.

Name of Key Person:

Name of Offeror:

Proposed Position with Offeror:

Availability Date and Period of Commitment: (Insert [month/date/year]) for availability date; period of commitment shall be reflected from date of contract award forward)

Name of Company with whom Key Person will be Employed:

Level of Security Clearance (or ability to obtain necessary clearance):

Country of Citizenship:

Duties and Responsibilities in Proposed Position:

Relevant Experience: (Starting with current position and working backwards: Identify name and address of employer; contract title; dates of employment; position titles; specified duties and responsibilities; and name, title, and phone number of supervisor. Address specific information 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 the Hanford Occupational Medical Services issues and capability to function effectively in the proposed team position.)

Education: (Provide degree(s) earned, discipline(s), year(s) degree(s) attained, and institution(s); if degree is incomplete, identify the number of hours earned towards degree.)

Professional Affiliations, Registrations, Certifications, and Licenses

Publications, Awards, Honors, and Professional Recognition: (Please list, but do not attach copies.)

Professional Development: (Attach a list of all special/job related training. This is excluded from the page limitation specified in Section L).

Three References

(Name, title, company/organization, address, phone number, and e-mail address [current and at least two (2) previous employers or positions]).

L-34
Letter of Commitment: (A signed letter of commitment should be attached to each resume; use the letter of commitment format specified in Section L.13(c). Page limits for resumes do not include letters of commitment).
Attachment L-3
Past Performance and Experience Reference Information Form

(Completed Form limited to seven pages per reference contract for boxes #1-21. If the reference contract is/was a subcontract to a prime contract, the information contained within this Attachment L-3 form shall only pertain to the subcontract information.)

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<tr>
<td>1.</td>
<td><strong>Name and DUNS # of Offeror Submitting Proposal:</strong></td>
</tr>
<tr>
<td>2.</td>
<td><strong>Name and DUNS # of Company for which L-3 Form is being submitted:</strong></td>
</tr>
<tr>
<td>3.</td>
<td><strong>Name of Reference Contract Client (e.g., Government Agency or Prime Contractor):</strong></td>
</tr>
<tr>
<td>4.</td>
<td><strong>Name and DUNS # of Entity Reference Contract/Project Was Awarded To:</strong></td>
</tr>
<tr>
<td>5.</td>
<td><strong>Reference Contract Number:</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Reference Contract Title:</strong></td>
</tr>
<tr>
<td>6.</td>
<td><strong>Reference Contract Available in PPIRS (i.e., Yes/No):</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Name:</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Title:</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Telephone:</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Email:</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td>7.</td>
<td><strong>Reference Contract Client Point of Contact:</strong></td>
</tr>
<tr>
<td></td>
<td><em>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).</em></td>
</tr>
<tr>
<td>8.</td>
<td><strong>Reference Contract Period of Performance:</strong></td>
</tr>
<tr>
<td>9.</td>
<td><strong>Reference Contract Start Date:</strong></td>
</tr>
<tr>
<td>10.</td>
<td><strong>Reference Contract Completion/Termination Date:</strong></td>
</tr>
<tr>
<td>11.</td>
<td><strong>Reference Contract Type of Contract (e.g., FP, CPFF, CPAF, etc.):</strong></td>
</tr>
<tr>
<td>12.</td>
<td><strong>Reference Contract Total Value and Approximate Average Annual Value:</strong></td>
</tr>
<tr>
<td>13.</td>
<td><strong>Reference Contract Value Performed To Date (Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment; Date = RFP release date):</strong></td>
</tr>
<tr>
<td>14.</td>
<td><strong>Portion (%) of work Company (identified in #2) is proposed to perform on the OccMed Contract:</strong></td>
</tr>
<tr>
<td>15.</td>
<td><strong>Scope Company (identified in #2) is proposed to perform on the OccMed Contract. List applicable PWS elements:</strong></td>
</tr>
<tr>
<td></td>
<td>Past Performance and Experience Reference Information Form</td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------------------------------</td>
</tr>
<tr>
<td>16.</td>
<td>Scope Company (identified in #4) performed on Reference Contract (list applicable PWS elements):</td>
</tr>
<tr>
<td>17.</td>
<td>Complexity of work Company (identified in #2) is proposed to perform on OccMed:</td>
</tr>
<tr>
<td>18.</td>
<td>Complexity of work Company (identified in #4) performed on Referenced Contract:</td>
</tr>
<tr>
<td>19.</td>
<td>Describe any recognized accomplishments the company identified in #4 has received on the Reference Contract:</td>
</tr>
<tr>
<td>20.</td>
<td>Provide information on challenges/problems encountered on the Reference Contract and actions taken by the company identified in #4 to resolve these matters:</td>
</tr>
<tr>
<td>21.</td>
<td>For the Referenced 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:</td>
</tr>
</tbody>
</table>

Note: The Offeror may amend the format for Attachment L-3, Past Performance and Experience Reference Information Form, as long as the exact information, font and size, and page limitations are followed.
Attachment L-4

Past Performance Cover Letter and Questionnaire

Past Performance Cover Letter for _________________

Dear “Client”:

We are currently responding to the Department of Energy (DOE) Request for Proposals No. 89303318REM000011 Hanford Occupational Medical Services Contract (OccMed) at the Hanford Site in Richland, WA.

The solicitation places emphasis on past performance as a source selection factor. In addition to requesting the attached Questionnaire be completed, the Government is requiring that clients of entities responding to the solicitation be identified and their participation in the evaluation process be requested. In the event you are contacted for information by the Government on work we have performed, you are hereby authorized to respond to those inquiries.

We are asking for your assistance in completing the attached questionnaire and forwarding to the DOE to aid in its evaluation of our past performance.

Please return the completed questionnaire within ten (10) calendar days.

YOU ARE HIGHLY ENCOURAGED TO SCAN AND EMAIL THE QUESTIONNAIRE TO THE EMAIL ADDRESS PROVIDED BELOW:

   Email Address: OCCMED@emcbc.doe.gov

If you are unable to scan and email a copy, it can be mailed to the following address:

   U S. Department of Energy
   Attention: Bill Hensley, Contracting Officer
   Address: 250 East 5th Street, Suite 500
   City/State/Zip: Cincinnati, OH 45202

If mailing, please mark the envelope:

   “SOURCE SELECTION INFORMATION - SEE FAR 3.104” “TO BE OPENED ONLY BY THE CONTRACTING OFFICER”
# Past Performance Questionnaire

**Referenced Contract and Client Information**

<table>
<thead>
<tr>
<th>Name of Company Being Evaluated:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract Number and Title Being Evaluated:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Assessment Period for which PPQ Covers Company's Performance:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Evaluator’s Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Evaluator’s Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Evaluator’s Phone and Email:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Evaluator’s Organization:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Evaluator’s Role in the Management of the Contract:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

* The reference point of contact completing and submitting the questionnaire must be the Contracting Officer (or equivalent), with input from the Project Director or Contracting Officer’s Representative, as needed. Only one questionnaire should be submitted per contract/project reflecting a coordinated response.
<table>
<thead>
<tr>
<th>Rating</th>
<th>Definition</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exceptional</td>
<td>Performance meets contractual requirements and exceeds many to the Client’s benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.</td>
<td>To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Client. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been no significant problems identified.</td>
</tr>
<tr>
<td>Very Good</td>
<td>Performance meets contractual requirements and exceeds some to the Client’s benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor were effective.</td>
<td>To justify a Very Good rating, identify a significant event and state how it was a benefit to the Client. There should have been no significant problems identified.</td>
</tr>
<tr>
<td>Satisfactory</td>
<td>Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.</td>
<td>To justify a Satisfactory rating, there should have been only minor problems, or significant problems the contractor recovered from without impact to the contract/order. There should have been NO significant problems identified that significantly impacted the contract/order. Note: The contractor should not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.</td>
</tr>
<tr>
<td>Marginal</td>
<td>Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a significant problem for which the contractor has not yet identified corrective actions. The contractor’s proposed actions appear only marginally effective or were not fully implemented.</td>
<td>To justify a Marginal performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the Client. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).</td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor’s corrective actions appear or were ineffective.</td>
<td>To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the Client. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).</td>
</tr>
</tbody>
</table>

**Assessment Areas:**

Please provide explanatory narratives to support your ratings.
1. **Quality of Product or Service**

   Example: How well did the Contractor provide services that met the terms of the contract? How technically accurate were the contractor deliverables? What was the quality level of the contractor deliverables? How well did the Contractor perform the contract services in a safe manner?

<table>
<thead>
<tr>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
<th>Unsatisfactory</th>
<th>Not Applicable</th>
<th>Do Not Know</th>
</tr>
</thead>
</table>

   Supporting Narrative:

2. **Schedule Compliance**

   Example: How well did the Contractor provide timely services in accordance with contract schedules? How well did the Contractor take measures to minimize delays that were within its control?

<table>
<thead>
<tr>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
<th>Unsatisfactory</th>
<th>Not Applicable</th>
<th>Do Not Know</th>
</tr>
</thead>
</table>

   Supporting Narrative:

3. **Cost Control**

   Example: How well did the Contractor control its costs?

<table>
<thead>
<tr>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
<th>Unsatisfactory</th>
<th>Not Applicable</th>
<th>Do Not Know</th>
</tr>
</thead>
</table>

   Supporting Narrative:

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?

<table>
<thead>
<tr>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
<th>Unsatisfactory</th>
<th>Not Applicable</th>
<th>Do Not Know</th>
</tr>
</thead>
</table>

   Supporting Narrative:

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?

<table>
<thead>
<tr>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
<th>Unsatisfactory</th>
<th>Not Applicable</th>
<th>Do Not Know</th>
</tr>
</thead>
</table>
Supporting Narrative:

6. **Utilization of Small Business**

   Example: How well did the Contractor allocate subcontracting opportunities to small businesses?

|             |                  |                  |                  |                  |                  |
|-------------|------------------|------------------|------------------|------------------|
| Exceptional | Very Good        | Satisfactory     | Marginal         | Unsatisfactory   | Not Applicable   |
|             |                  |                  |                  |                  | Do Not Know      |

Supporting Narrative:

7. **Regulatory Compliance**

   Example: How well did the Contractor comply with all terms and conditions in the contract relating to applicable regulations and codes considering compliance with financial, environmental, safety, and labor regulations as well as any other reporting requirements.

|             |                  |                  |                  |                  |                  |
|-------------|------------------|------------------|------------------|------------------|
| 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:**

___________________________________________________________________________________
___________________________________________________________________________________
___________________________________________________________________________________
___________________________________________________________________________________
___________________________________________________________________________________
___________________________________________________________________________________
___________________________________________________________________________________
___________________________________________________________________________________
___________________________________________________________________________________
___________________________________________________________________________________
___________________________________________________________________________________
___________________________________________________________________________________

L-42
### Attachment L-5

**List of Contracts Terminated for Default or Convenience**

<table>
<thead>
<tr>
<th>Client Name</th>
<th>Contract Number</th>
<th>Client Point of Contact</th>
<th>POC Information (Address, Phone Number, Email Address)</th>
<th>Performance Period</th>
<th>Terminated for Default or Convenience</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Information shall only be provided for contracts terminated within the preceding three years from the issue date of the initial solicitation. 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.
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Attachment L-6
List of DOE Contracts

Instructions: The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), shall provide a listing on Attachment L-6 of all DOE prime contracts (including NNSA) currently being performed and/or for contracts that were completed within the last three years from the final solicitation issuance date. This includes contracts for which the Offeror or subcontractor was a member organization in a joint venture, limited liability company, or other similar entity as a prime Contractor to DOE.

<table>
<thead>
<tr>
<th>a. Contract Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>b. Contract Title:</td>
</tr>
<tr>
<td>c. Contractor Name:</td>
</tr>
<tr>
<td>d. Period of Performance:</td>
</tr>
</tbody>
</table>
This page intentionally left blank.
### Work Performance Matrix

<table>
<thead>
<tr>
<th>PWS Sections</th>
<th>Company Names</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Offeror</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>All other PWS elements</td>
<td></td>
</tr>
</tbody>
</table>

**Instructions:** The Offeror shall list itself and each subcontractor (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 PWS area (Offerors shall list the applicable PWS section in the far left column of the table above). Rows may be added or deleted to encompass all of the applicable PWS sections. Columns may be added or deleted if there are more or less than two 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%, Offerors shall include a note that explains why the total is less than 100%.
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Attachment L-8

Assumptions
Offeror’s Proposed Accounting System Information

1. Is the accounting system in accordance with generally accepted accounting principles? Please explain.

2. Does the proposed accounting system provide for:
   a. Proper segregation of direct costs from indirect costs? Please explain.
   b. Identification of and accumulation of direct costs by contract? Please explain.
   c. A logical and consistent method for allocation of indirect costs to intermediate and final cost objectives? (A contract is a final cost objective.) Please explain.
   d. Accumulation of costs under general ledger control? Please explain.
   e. A timekeeping system that identifies employees’ labor by intermediate or final cost objectives? Please explain.
   f. A labor distribution system that charges direct and indirect labor to the appropriate cost objectives? Please explain.
   g. Interim (at least monthly) determination of cost charged to a contract through routine posting of book of accounts? Please explain.
   h. Exclusion from costs charged to government contracts of amounts which are not allowable in terms of FAR Part 3 entitled, Contract Cost Principles and Procedures, or other contract provisions? Please explain.
   i. Identification of costs by contract line item and by units (as if unit or line items were a separate contract) if required by the proposed contract? Please explain.
   j. Segregation of preproduction costs from production costs (if applicable)? Please explain.

3. Does the proposed Accounting System provide financial information:
   a. Required by clauses concerning limitation of costs (FAR 52.232-20) and/or limitation on payments (FAR 52.216-16)? Please explain.
   b. Required to support request for progress payments? Please explain.

4. Is the proposed accounting system designed, and are the records maintained in such a manner, that adequate, reliable data are developed for use in pricing follow-on acquisitions? Please explain.

Is the accounting system currently in full operation? If not, describe which portions are:
(1) in operation; (2) set-up, but not yet in operation; (3) anticipated; or (4) nonexistent.
Attachment L-10

Price Proposal Worksheets
This page intentionally left blank.
In addition to submitting a Small Business Subcontracting Plan, Offerors shall complete Section L, Attachment L-11 entitled, Small Business Subcontracting Tables.

Table 1: The Offeror shall provide a breakdown of the Offeror’s proposed goals and dollars, by small business category, expressed in terms of both a percent of TOTAL CONTRACT VALUE and a percent of TOTAL SUBCONTRACTED WORK. Offerors shall show the proposed subcontracting goals for the basic contract requirement and each option separately.

Table 2: The Offeror shall also list each proposed small business subcontractor, including Data Universal Numbering System number and CAGE code, the type of small business, and total costs being proposed/allocated to these small business concerns (by small business category) by PWS element, by Contract year.

### Table 1. Proposed Goals as a Percent of Subcontract Dollars and as a Percent of Total Contract Dollars

<table>
<thead>
<tr>
<th>Total Subcontracting for Base Period of Performance – Years 1-3</th>
<th>Percentage of Subcontract $</th>
<th>Percentage of Total Contract $</th>
<th>Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Total Subcontracting Planned to All Businesses</td>
<td>100%</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>b. Large Businesses</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>c. Small Businesses (all socioeconomic groups)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>d. Veteran-Owned Small Business (subset of c)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>e. Service-Disabled Veteran-Owned Small Business (subset of c and d)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>f. HUBZONE (subset of c)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>g. Small Disadvantaged Business (subset of c)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>h. Women-Owned Small Business (subset of c)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Subcontracting for Option Period 1 of Performance – Years 4-5</th>
<th>Percentage of Subcontract $</th>
<th>Percentage of Total Contract $</th>
<th>Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Total Subcontracting Planned to All Businesses</td>
<td>100%</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>b. Large Businesses</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>c. Small Businesses (all socioeconomic groups)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>d. Veteran-Owned Small Business (subset of c)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>e. Service-Disabled Veteran-Owned Small Business (subset of c and d)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>f. HUBZONE (subset of c)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>g. Small Disadvantaged Business (subset of c)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>h. Women-Owned Small Business (subset of c)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
</tbody>
</table>
### Table 1. Proposed Goals as a Percent of Subcontract Dollars and as a Percent of Total Contract Dollars

<table>
<thead>
<tr>
<th>Firm Size and/or Small Business Socioeconomic Category</th>
<th>Percentage of Subcontract $</th>
<th>Percentage of Total Contract $</th>
<th>Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>a Total Subcontracting Planned to All Businesses</td>
<td>100%</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>b Large Businesses</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>c Small Businesses (all socioeconomic groups)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>d Veteran-Owned Small Business (subset of c)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>e Service-Disabled Veteran-Owned Small Business (subset of c and d)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>f HUBZONE (subset of c)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>g Small Disadvantaged Business (subset of c)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>h Women-Owned Small Business (subset of c)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
</tbody>
</table>

### Table 2. List of Small Business Subcontractors

<table>
<thead>
<tr>
<th>Company Name</th>
<th>DUNS/Cage Code</th>
<th>Type of Small Business</th>
<th>PWS Section(s)</th>
<th>Dollar Value*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Offeror to insert columns to reflect total dollars for each Government Fiscal Year and a total for the 7-year contract period.
Part IV – Representations and Instructions

Section M

Evaluation Factors for Award
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Contents

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(a) Conduct of acquisition.

(1) This acquisition will be conducted pursuant to the Federal Acquisition Regulation (FAR), Part 15 entitled, Contracting by Negotiation; Department of Energy Acquisition Regulation (DEAR), Part 915 entitled, Contracting by Negotiation; and the provisions of this solicitation.

(2) DOE has established a Source Evaluation Board to evaluate the proposals submitted by Offerors in response to this solicitation. Proposal evaluation is an assessment of the proposal and the Offeror’s ability to perform the prospective contract successfully. Proposals will be evaluated solely on the factors specified in the solicitation by assessing the relative significant strengths, strengths, weaknesses, significant weaknesses, deficiencies, and cost and performance risks of each Offeror’s proposal against the evaluation factors in this section Section M to determine the Offeror’s ability to perform the contract.

(3) The designated source selection authority will select an Offeror for contract award whose proposal represents the best value to the Government. The source selection authority’s decision will be based on a comparative assessment of proposals against the all evaluation factors in the solicitation. The source selection authority may reject all proposals received in response to this solicitation, if doing so is in the best interest of the Government.

(b) Deficiency in proposal.

(1) A deficiency, as defined at FAR 15.001 entitled, Definitions, is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. No award will be made to an Offeror whose proposal is determined to be deficient.

(2) A proposal may be eliminated if it fails to conform to a material aspect of the solicitation. A proposal will be deemed unacceptable if it does not represent a reasonable effort to address itself to the material requirements of the solicitation, or if it does not substantially and materially comply with the proposal preparation instructions of this solicitation. Cursory responses or responses that merely repeat or reformulate the Performance Work Statement (PWS) will not be considered responsive to the requirements of the solicitation. In the event that a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.

(c) Responsibility. In accordance with FAR Subpart 9.1 entitled, Responsible Prospective Contractors, and DEAR Subpart 909.1 entitled, Responsible Prospective Contractors, the Procuring Contracting Officer (PCO) is required to make an affirmative determination of whether a prospective contractor is responsible. The PCO may conduct a pre-award survey of the prospective contractor as part of the considerations in determining responsibility. In the absence of information clearly indicating that the otherwise successful Offeror is responsible, the PCO 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 entitled, Certificates of Competency and Determinations of Responsibility.

(d) Award without discussions. In accordance with paragraph (f)(4) of the provision at FAR 52.215-1 entitled, Instructions to Offerors – Competitive Acquisition, the Government intends to evaluate proposals and award a contract without conducting discussions with Offerors. Therefore, the Offeror’s initial proposal shall contain the Offeror’s best terms from a cost or price and technical standpoint. The Government, however, reserves the right to conduct discussions if the PCO later determines discussions to be necessary and may limit the competitive range for purposes of
efficiency.

(e) Organizational conflicts of interest. The Offeror is required by Section K provision entitled, "Organizational Conflicts of Interest Disclosure," to provide a statement of any past, present, or currently planned interests related to the performance of the work and a statement that an actual or potential conflict of interest or unfair competitive advantage does or does not exist in connection with the Contract resulting from the solicitation. No award will be made to the apparent successful Offeror, if the PCO determines that a conflict of interest exists that cannot be avoided, neutralized, or mitigated.

(f) Facility clearance. The Offeror is required by the provision at DEAR 952.204-73 entitled, "Facility Clearance," to submit information related to its foreign interests. National Defense Authorization Act for Fiscal Year 1993, § Public Law 102-484 § 836 prohibits the award of a DOE contract under a national security program to an entity controlled by a foreign government, unless a waiver is granted by the Secretary of Energy.


Factor 1: Technical Approach

(a) DOE will evaluate the Offeror’s technical understanding of and its approach to accomplishing the Performance Work Statement (PWS) listed in Section C. DOE will evaluate the Offeror’s completeness, capability, technical understanding, quality, and effectiveness of the proposed technical approach to accomplishing the PWS.

(b) DOE will evaluate the Offeror’s understanding and approach to the management and administration of pension and benefit plans as described in Section H.5 entitled, "Benefit Plans: Pension and Post Retirement Benefits.

(b)(c) DOE will evaluate the Offeror’s approach to Contract Transition including the process, rationale and planned activities and milestones necessary for conducting a safe orderly contract transition and for minimizing impacts on continuity of operations. DOE will evaluate key issues identified by the Offeror that may arise during transition and their associated resolutions and planned interactions with DOE, the Incumbent Contractor, Incumbent Workers and OHC's other site Contractors. DOE will evaluate the Offerors proposed transition schedule identifying the proposed transition milestones and associated activities necessary to assume full authority and responsibility for the contract within the 90-day transition period.

(c)(d) DOE will evaluate the Offeror’s proposed approach to occupational medical services, as identified in Section C entitled, "Firm-Fixed-Price Occupational Medical Services," demonstrating how the proposed approach will provide safe, high quality, efficient, and timely delivery of the required services. DOE will evaluate the methods, benefits, and rationale for the Offeror’s proposed approach and quality assurance practices to accomplish the required occupational medical services. DOE will evaluate the procedures used to perform routine evaluations of worker health using medical surveillance data; the approach to present ongoing comprehensive epidemiological data and studies (to include health trending, population health analysis), and the approach to conduct ongoing quality assurance with particular emphasis on the self-assessment process to be used.

(d)(e) DOE will evaluate the effectiveness of the Offeror’s approach to communication and interface with internal organizations, subcontractors, other performing entities, and outside entities including DOE, other DOE contractors and subcontractors, regulatory agencies, state and local governments, the public, and other entities.
DOE will evaluate the Offeror’s approach to performing Beryllium services (e.g., blood work/analysis, physical exams and tests, and consultations). DOE will also evaluate the effectiveness of the Offeror’s approach to address the Beryllium services stated in the PWS.

Subcontracting Approach and Commitment to Small Business Utilization.

(1) DOE will evaluate the Offeror’s approach to meet the requirement to subcontract at least 20 percent of the Total Contract Value (exclusive of the maximum value of the IDIQ CLINs) in an effective manner. DOE will evaluate the Offeror’s approach to meet the requirement to subcontract at least half of the 20 percent (10 percent of the Total Contract Value (exclusive of the maximum value under the IDIQ CLINs)) to small businesses in an effective manner. DOE will evaluate the Offeror’s strategy and approach to identifying meaningful work (as defined in Section H entitled, Subcontracted Work) scope that can be performance-based and performed by small business subcontractors. DOE will evaluate the Offeror’s subcontracting approach including its decision process regarding use of subcontractors instead of performing the work itself, and its approach for managing subcontractors.

(2) DOE will evaluate the extent of the Offeror’s commitment to utilize small business concerns and to support their development. Furthermore, DOE will evaluate the Offeror’s small business outreach, assistance, participation in the Mentor Protégé Program, counseling, market research and small business identification, and the described relevant purchasing procedures.

M.3 Evaluation Factor – Key Personnel and Organization

Factor 2: Key Personnel and Organization

(a) Key Personnel. DOE will evaluate the four proposed key personnel required in Section L entitled, Proposal Preparation Instructions, Volume II – Key Personnel and Organization, based on their qualifications and suitability for the proposed position.

The key personnel will be evaluated based on the minimum qualification described in Section H clause entitled, Qualifications of Key Personnel. Key personnel will be evaluated on the degree to which they are qualified and suitable for the proposed position.

Failure of the Offeror to propose the four required key personnel positions or to confirm the availability of all key personnel as being assigned to the contract full time and physically located on the Hanford Site or within the local area will adversely affect the Government’s evaluation.

(b) Resume. The individuals proposed as key personnel will be evaluated on the degree to which they are qualified and suitable for the proposed position. The qualifications and suitability will be assessed against the Section H clause entitled, Qualifications of Key Personnel.

DOE may contact references of key personnel and previous employers to verify the accuracy of the information contained in the resume and to further assess the qualifications and suitability of proposed key personnel.

Failure of Offeror to submit a resume for all four key personnel, resumes must be as specified in Attachment L-2, in the required format, will adversely affect the Government’s evaluation of the proposal and may make the proposal ineligible for award.

Failure of the Offeror to submit a letter of commitment for each of the four required key personnel will adversely affect the Government’s evaluation of the proposal and may make the proposal ineligible for award.
(c) Organization.

1. Organization chart. DOE will evaluate the Offeror’s proposed organization depicting the major functional areas that the Offeror considers essential for the management and performance of work, including Contract transition. DOE will evaluate the Offeror’s organization levels depicted on the Offeror’s organization chart (e.g., working and reporting lines, divisional relationships, management layers, chain of command) and how they align and correlate to the proposed rationale for the organizational structure and the proposed roles, responsibilities, and lines of authority.

2. Rationale for organizational structure. DOE will evaluate the Offeror’s rationale for the proposed organizational structure in relation to the work to be performed and how the organizational structure, including subcontractors, will contribute to the successful accomplishment of the work in accordance with the proposed technical approach. If subcontractors or other performing entities are proposed, DOE will evaluate how their performance will be integrated with the Offeror’s organizational structure.

3. Roles, Responsibilities and Lines of Authority. DOE will evaluate the clarity and effectiveness of the proposed roles, responsibilities, and lines of authority for the major functional areas identified on the organizational chart, including lines of authority between the Offeror’s organizational elements or specific individuals (including proposed key personnel) and its subcontractors and any other performing entities. DOE will evaluate the extent to which the roles/responsibilities, and line of authority clearly and effectively address the all PWS elements.

4. Communication and interface. DOE will evaluate the clarity and effectiveness of the Offeror’s approach to communication and interface with internal organizations, critical subcontractors, other performing entities, and outside entities including DOE, other DOE contractors and subcontractors, regulatory agencies, state and local governments, the public, and other entities.

5. Offeror entity. If the Offeror is a limited liability company, joint venture or other similar entity, DOE will evaluate how the Offeror will operate its multi-member and/or shared ownership to include who will employ the Offeror’s workforce, e.g., Offeror, parent, or team member companies, and how that workforce will be managed.

6. Corporate Governance. DOE will evaluate the clarity and effectiveness of the Offeror’s corporate governance approach to provide oversight of performance, to ensure successful performance of the Contract, and to provide monitoring of performance and resolution of issues, including visibility and communication with DOE. DOE will evaluate the proposed approach to governance and how resolution of issues will be handled if multi-member, shared ownership entities are involved.


Factor 3: Experience

(a) Offeror. The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), will be evaluated on its recent and relevant experience in performing work similar in scope, size, and complexity to the requirements of the PWS. Similar scope, size, and complexity are defined as follows: scope, type of work (e.g., work as identified in the PWS); size, dollar value (including total value and approximate average annual value) and contract period of performance; and complexity, performance challenges/problems and risks (e.g., management and integration as a prime contractor at a large Government site with multiple Government contractors, volatile Government priorities and technical requirements, budget fluctuations, and integration and coordination with stakeholders and other Contractors) for contracts that are currently being performed and/or for contracts that were
completed within the last three years from the solicitation issuance date. In describing relevant experience, Offerors shall describe the outcomes of specific work experiences (e.g., level to which contract requirements and objectives were met).

(b) Work to be performed. The experience provided for the Offeror or other entities will be evaluated for its relevancy to the work that is proposed to be performed by that individual entity. DOE will evaluate the completeness of the Section L Attachment L-7 entitled, *Work Performance Matrix* (Attachment L-7) for the prime Offeror, and shall ensure consistency to the information provided within the Attachment L-3, *Past Performance and Experience Reference Information Form*. Experience information of a parent or affiliate company may also be considered provided the Offerors proposal demonstrates that the resources of the parent or affiliated company will be provided or relied upon in contract performance such that the parent or affiliate will have meaningful involvement in contract performance.

(c) Newly formed entity. If the Offeror is a newly formed entity with no relevant experience, the evaluation of relevant experience will be based on the experience of any parent organization(s) or member organizations in a joint venture, limited liability company LLC, or other similar entity consistent with the methodology described in paragraph (a) above. Relevant experience of predecessor companies resulting from mergers and acquisitions may also be considered.

(d) Verification of experience. The evaluation of experience may consider any information obtained by DOE from any sources including, but not limited to, third-party sources, customer references, clients, and business partners.

*Failure of the Offeror to provide consistency between the completed Attachment L-3, Past Performance and Experience Reference Information Forms and Attachment L-7, the completed Work Performance Matrix, may adversely affect the Government's evaluation of the proposal.*


Factor 4: Past Performance

(a) Offeror. The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), will be evaluated on the recency, relevancy and favorability of its past performance information obtained for the Offeror performing work similar in scope, size, and complexity to the requirements of the PWS to assess the Offeror’s potential success in performing the work required by the contract. Similar scope, size, and complexity are defined as follows: scope, type of work (e.g., work as identified in the PWS); size, dollar value (including total value and approximate annual value) and contract period of performance; and complexity, performance challenges/problems and risks (e.g., management and integration as a prime contractor at a large Government site with multiple Government contractors, volatile Government priorities and technical requirements, budget fluctuations, and integration and coordination with stakeholders and other Contractors). Additionally, the recency and relevancy of the information 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 three years from the final solicitation issuance date. The higher the degree of relevance of the work described to the PWS, the greater the consideration that may be given. Additionally, more recent relevant past performance information may also be given greater consideration. All members of a Contractor’s Teaming Arrangement, as defined in FAR 9.601(1), 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 past performance contracts will be equally credited (positively and negatively) for past performance.
(b) Critical subcontractor. “The Offeror’s proposed critical subcontractors as defined in Section L.8 (a)(2) will be evaluated on the recency, relevancy, and favorability of the past performance information obtained for the critical subcontractor performing work similar in scope, size, and complexity to that proposed to be performed by that critical subcontractor. Past performance information of a parent or affiliated company may also be considered provided the Offeror’s proposal demonstrates that the resources of the parent or affiliated company will be provided or relied upon in contract performance such that the parent or affiliate will have meaningful involvement in contract performance.”

(c) Work to be performed: The record of past performance provided by the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and critical subcontractors and/or other entities will be evaluated for its relevancy that is similar to the work that is proposed to be performed by that individual entity. DOE will evaluate the proposal for clear identification and definition of the portion of work to be performed by each entity (Offeror, to include members of a teaming arrangement, as defined in FAR 9.601(1), and/or teaming participants) under the Offeror’s proposed approach.

(d) Newly formed entity. The evaluation of past performance for the Offeror, and any critical subcontractors that are set up as separate corporate entities solely to perform this contract, may be based on the past performance of its parent organization(s) member organizations in a joint venture, limited liability company(LLC), or other similar or affiliated companies, provided the Offeror’s proposal demonstrates that the resources of the parent, member, or affiliated company will be provided or relied upon in contract performance such that the parent, member, or affiliate will have meaningful involvement in contract performance. Past performance information from predecessor companies that existed prior to any mergers or acquisitions may also be considered where such performance information reasonably can be considered predictive of the Offeror’s performance.

(e) Failure of the Offeror to provide consistency between the completed Attachment L-3, Past Performance and Experience Reference Information Forms, and Attachment L-7, the completed Work Performance Matrix, may adversely affect the Government’s evaluation of the proposal.

(f) No record of past performance. If the Offeror does not have a record of relevant past performance or if information is not available, the Offeror will be evaluated neither favorably nor unfavorably.

(g) Sources of past performance information/close at hand information. The Government will consider past performance information provided by the Offeror and may consider other available information. The Government may contact any or all of the references provided by the Offeror and may 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 Government clients, Government databases such as the Government’s Past Performance Information Retrieval System, and close at hand information. The Government will only evaluate past performance information on work similar in scope, size, and complexity, as defined above in paragraph (a), and within the timeframe specified, as defined above in paragraph (a).

(h) Performance information. The Offeror will be evaluated on performance challenges/problems encountered during performance of the provided reference contracts, the actions taken by the Offeror to address these matters, and the effect these actions had on the performance of the contract. In addition, the Offeror may be evaluated on any recognized accomplishments the Offeror has received on the reference contracts. Furthermore, the Offeror will be evaluated for the outcomes of specific work experience (e.g., level to which contract requirements and objectives were met).

(i) Terminated contracts. The Offeror will be evaluated on any contracts of the Offeror that were
terminated, including the reasons therefore, over the preceding three five years from the solicitation issuance date.

(j) List of DOE contracts. The Government will consider the information provided per Attachment L-6 of all DOE prime contracts (including the National Nuclear Security Administration) currently being performed and/or for contracts that were completed within the last five years from the final solicitation issuance date, and 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

Factor 5: Price

The price proposal will be evaluated to determine whether the price is fair and reasonable in accordance with FAR 15.404. DOE will also evaluate the Offeror’s responsibility and financial capability.

The Price Proposal will not be adjectivally rated, but will be evaluated in accordance with FAR 15.404-1 entitled, Proposal Analysis Techniques. The proposed total FFP for CLINs 0001, 0002, 1002, and 2002 and the CR DOE provided amounts for CLINs 0003, 1003, and 2003, and the IDIQ DOE provided amounts for CLINs 0004, 1004, and 2004 in accordance with FAR 52.217-5 entitled, Evaluation of Options, will be added together to compute the total evaluated price. This does not obligate the Government to the IDIQ provided amounts or exercise of the options.

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 (Volume II) are below:

1. Technical Approach;
2. Key Personnel and Organization;
3. Experience;

Technical Approach is more important than Key Personnel and Organization; Key Personnel and Organization is more important than experience and past performance combined. Experience and Past Performance combined. Experience and Past Performance combined are equal in importance. Technical Approach and Key Personnel and Organization combined are significantly more important than Experience and Past Performance combined.

(b) The evaluation factors for the Technical and Management Proposal (Volume II), when combined, are significantly more important than the total evaluated price (Volume III). 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 subfactors and will not be individually rated, but will be considered in the overall evaluation for that particular evaluation factor.

M.8 FAR 52.217-5, Evaluation of Options (Jul 1990)

Except when it is determined in accordance with FAR Subpart 17.206 entitled, Evaluation, not to be in the Government’s best interests, the Government will evaluate Offerors for award purposes by adding the total price for all options (except for the option allowed by the Section I clause, FAR 52.217-8 entitled,
Option to Extend Services) to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.9 DOE-M-2012, Basis for Award (Oct 2015)

The Government intends to award one contract to the responsible Offeror whose proposal is determined to provide the best value to the Government. Selection of the best value to the Government will be achieved through a process of evaluating each Offeror’s proposal against the evaluation factors described above. The evaluation factors for the Technical and Management Proposal will be adjectivally rated. The Cost/Price evaluation factor will not be rated; however, the evaluated price will be used in determining the “best value” to the Government. The Government is more concerned with obtaining a superior Technical and Management proposal than making an award at the lowest evaluated price. However, the Government will not make an award at a price premium it considers disproportionate to the benefits associated with the evaluated superiority of one Offeror’s Technical and Management Proposal over another. Thus, to the extent that Offerors’ Technical and Management Proposals are evaluated as close or similar in merit, the evaluated price is more likely to be a determining factor in selection for award.