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U.S. Department of Energy



**QUALITY ASSURANCE
SURVEILLANCE PLAN**

Paducah Infrastructure Support Services

Solicitation No. DE-SOL-0006383

**U.S. Department of Energy
Environmental Management Consolidated Business Center
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TABLE OF CONTENTS

TABLES	iii
ACRONYMS	iv
SECTION 1: INTRODUCTION	1
1.1 BACKGROUND.....	1
1.2 PURPOSE	1
1.3 QASP RELATION TO THE CONTRACT	1
1.4 QASP RELATION TO THE QAP	1
1.5 REVISIONS TO THE QASP	1
SECTION 2: PERFORMANCE DESCRIPTION	2
2.1 Performance Standards and Acceptable Quality Levels.....	2
2.1.1 Allowable Deviation.....	2
2.1.2 Substantially Complete.....	2
2.2 Non-performance.....	2
2.2.1 Documentation	3
2.2.2 Remedial Actions	3
SECTION 3: ROLES AND RESPONSIBILITIES	3
3.1 Contractor Responsibility	3
3.2 Government Responsibility	4 4343343
3.2.1 Contracting Officer.....	4
3.2.2 Contracting Officer Representative.....	4
3.2.3 Quality Assurance Evaluators	4
3.2.4 Customers.....	5 5554454
SECTION 4: PERFORMING QUALITY ASSURANCE	5
4.1 Surveillance Methods	5
4.1.1 100 Percent Inspection	5
4.1.1.1 Performance Standards and AQLs	5
4.1.1.2 Evaluation Procedures	5
4.1.2 Periodic Inspection	6 65
4.1.2.1 Application	6 6665565
4.1.2.2 Performance Standards and AQLs	6

4.1.2.3 Evaluation Procedures 6

4.1.3 Random Sampling 6

4.1.3.1 Application 6

4.1.3.2 Performance Standards and AQLs ~~7776676~~

4.1.3.3 Evaluation Procedures 7

4.1.4 Customer Feedback 7

4.1.4.1 Application 7

4.1.4.2 Customer Feedback Process 7

4.1.4.3 Evaluation Procedure ~~8787787~~

4.2 Analysis and Results 8

4.2.1 Satisfactory Performance 8

4.2.2 Marginal Performance 8

4.2.3 Unsatisfactory Performance 8

SECTION 5: REFERENCES 8

APPENDIX A: PERFORMANCE REQUIREMENTS SUMMARY A-1

APPENDIX B: CONTRACTOR EVALUATION REPORT B-~~111~~

APPENDIX C: CUSTOMER FEEDBACK RECORD C-~~111~~

APPENDIX D: SAMPLING GUIDE/INSPECTION CHECKLIST D-~~111~~

TABLES

[Table 1: Contract Transition Performance Standards, AQLs, and Surveillance..... A-4](#)

[Table 2: Radiological Site Services Performance Standards, AQLs, and Surveillance..... A-1091091099](#)

[Table 3: Telecommunications and Radio Communications Performance Standards, AQLs, and Surveillance..... A-1110111011100](#)

[Table 4: IT Support and Services Performance Standards, AQLs, and Surveillance A-1211121112111](#)

[Table 5: Property Management Services Performance Standards, AQLs, and Surveillance..... A-1312131213122](#)

[Table 6: Maintenance of Buildings, Structures, Installed Equipment, and Furnishings Performance Standards, AQLs, and Surveillance A-1413141314133](#)

[Table 7: Custodial Maintenance and Sanitary Waste Disposal Performance Standards, AQLs, and Surveillance..... A-1615161516155](#)

[Table 8: Grounds Maintenance Performance Standards, AQLs, and Surveillance A-1817181718177](#)

[Table 9: Paved Gravel and Earth Roads, and Yards Performance Standards, AQLs, and Surveillance..... A-2220222021200](#)

[Table 10: Snow and Ice Prevention/Removal Performance Standards, AQLs, and Surveillance A-2422242223222](#)

[Table 11: Railroad System Maintenance and Repair Performance Standards, AQLs, and Surveillance..... A-2724272425234](#)

[Table 12: Pest Control Services Performance Standards, AQLs, and Surveillance A-2926292627256](#)

[Table 13: Records Management and Document Control Performance Standards, AQLs and Surveillance A-32283228302728](#)

[Table 14: Mail Services Performance Standards, AQLs, and Surveillance..... A-413541353833354](#)

[Table 15: Training Services Performance Standards, AQLs, and Surveillance: A-433643364034365](#)

[Table 16: On-Site Fuel Station Performance Standards, AQLs, and Surveillance A-463846374235387](#)

[Table 17: Safeguards and Security Performance Standards, AQLs, and Surveillance .A-473947384336398](#)

[Table 18: Cyber Security Performance Standards, AQLs, and Surveillance..... A-514351414639432](#)

[Table 19: Contract Closeout Performance Standards, AQLs, and Surveillance A-524452424740443](#)

~~[Table 1: Contract Transition Performance Standards, AQLs, and Surveillance..... A-4](#)~~

~~[Table 2: Radiological Site Services Transition Performance Standards, AQLs, and Surveillance A-9](#)~~

~~[Table 3: Telecommunications and Radio Communications Performance Standards, AQLs, and Surveillance A-10](#)~~

~~[Table 4: IT Support and Services Performance Standards, AQLs, and Surveillance A-11](#)~~

~~Table 5: Property Management Services Performance Standards, AQLs, and Surveillance..... A 12~~

~~Table 6: Maintenance of Buildings, Structures, Installed Equipment, and Furnishings Performance Standards, AQLs, and Surveillance A 13~~

~~Table 7: Custodial Maintenance and Sanitary Waste Disposal Performance Standards, AQLs, and Surveillance A 15~~

~~Table 8: Grounds Maintenance Performance Standards, AQLs, and Surveillance A 17~~

~~Table 9: Paved Gravel and Earth Roads, and Yards Performance Standards, AQLs, and Surveillance A 20~~

~~Table 10: Snow and Ice Prevention/Removal Performance Standards, AQLs, and Surveillance A 22~~

~~Table 11: Railroad System Maintenance and Repair Performance Standards, AQLs, and Surveillance A 23~~

~~Table 12: Pest Control Services Performance Standards, AQLs, and Surveillance A 25~~

~~Table 13: Records Management and Document Control Performance Standards, AQLs, and Surveillance A 323327~~

~~Table 14: Mail Services Performance Standards, AQLs, and Surveillance A 333933~~

~~Table 15: Environmental Information Center Operations, AQLs, and Surveillance A 344034~~

~~Table 165: Training Services Performance Standards, AQLs, and Surveillance A 354135~~

~~Table 176: On-Site Fuel Station Performance Standards, AQLs, and Surveillance A 364236~~

~~Table 187: Safeguards and Security Performance Standards, AQLs, and Surveillance A 374337~~

~~Table 198: Cyber Security Performance Standards, AQLs, and Surveillance A 404640~~

~~Table 2019: Contract Closeout Performance Standards, AQLs, and Surveillance A 414741~~

ACRONYMS

ANSI	American National Standards Institute
ASME	American Society of Mechanical Engineers
AQL	Acceptable Quality Level
CER	Contractor Evaluation Report
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
<i>CFR</i>	<i>Code of Federal Regulations</i>
CLIN	Contract Line Item Number
CMMS	Computerized Maintenance Management System
CNSS	Committee on National Security Systems
CO	Contracting Officer
COR	Contracting Officer Representative
CP	Contingency Plan
DOE	Department of Energy
EIC	Environmental Information Center
EIS	Electronic Information System
ELIN	Exhibit Line Item Number
ERMS	Electronic Records Management System
FOIA	Freedom of Information Act
FRA	Federal Railroad Administration
GSA	General Services Administration
IR	Incident Response
IT	Information Technology
NARA	National Archives and Records Administration
NFPA	National Fire Prevention Association
NQA-1	Nuclear Quality Assurance -1
PA	Privacy Act
PGDP	Paducah Gaseous Diffusion Plant
PRS	Performance Required Summary
PWS	Performance Work Standard
O	Order
QAE	Quality Assurance Evaluators
QAP	Quality Assurance Plan
QASP	Quality Assurance Surveillance Plan
RCRA	Resource Conservation and Recovery Act
RMAIP	Risk Management Approach Implementation Plan
RMFO	Records Management Field Officer
TYSP	Ten Year Site Plan
WSHP	Worker Safety and Health Program

SECTION 1: INTRODUCTION

1.1 Background

Section C of DE-SOL-0006383, *Paducah Infrastructure Support Services*, is the Performance Work Statement (PWS) which specifies what work is to be performed by the Infrastructure Contractor. ~~The PWS includes, as a technical exhibit in~~ Appendix A, Performance Requirements Summary (PRS), ~~which~~ specifies work performance standards for the ~~twenty-nineteen~~ (2019) identified contract line item numbers (CLIN), exhibit line item numbers (ELIN), and functional areas of the PWS. Other work required under this contract may be monitored and other contractual remedies taken by the Government as needed.

1.2 Purpose

This Quality Assurance Surveillance Plan (QASP) describes the procedures the U.S. Department of Energy (DOE) Quality Assurance Evaluator(s) (QAE) will use to monitor and evaluate the Contractor's performance. As the contract is considered a performance-based approach to the required tasks in the PRS found in Appendix A, it is important to note the primary concern of the DOE is with the product and service results provided by the Contractor and not with the procedures used to produce them. Therefore, the QASP focuses on examining the Contractor's product and service results and not the processes used to produce them. It is intended that the QASP be a tool to guide the QAEs in assessing Contractor performance. In some cases specific metrics are used to measure Contractor performance; in other cases subjective judgment and evaluation by DOE personnel will be the determining criteria. This plan describes the methodology utilized to conduct both quantitative and qualitative evaluation of Contractor performance under the contract.

1.3 QASP Relation to the Contract

DOE will retain the right to change the surveillance methods and Quality Assurance (QA) procedures, or to increase or decrease the degree of surveillance efforts at any time necessary to assure contract compliance. A copy of the QASP may be provided to the Contractor to enable the Contractor to enhance its Quality Program and ensure it is performed in accordance with its Quality Assurance Plan (QAP) and its associated Quality Implementation Plan (QIP).

1.4 QASP Relation to the QAP

The Contractor's QAP [Section C.2.2.4 *Quality Assurance*] is a required element that will be submitted to DOE following ~~the~~ notice to proceed (~~NTP~~ ~~in response to the solicitation~~). In defining its QAP, the Contractor is required to prepare an organizational-specific QIP describing how the requirements of the QAP are implemented and flowed down to lower tier organizations. The implementation of QAP requirements shall be in accordance with the applicable QIP. DOE expects the implementation of the Contractor's QAP requirements, as transcribed specifically in the QIP, be sufficient in meeting the PRS as presented in Appendix A. While the QAP represents the way in which the Contractor will ensure its quality and timeliness of services, as defined in the PWS, the QASP represents the way in which DOE will evaluate the Contractor's performance. The Contractor's QAP and the QASP should be complementary programs that ensure successful Contractor performance.

1.5 Revisions to the QASP

The QASP is a tool for use in Government administration of the contract and remains subject to revision at any time by the Government throughout the contract performance period. Revisions to this surveillance plan are the responsibility of the Contracting Officer (CO) or designee. Changes may be made unilaterally at the discretion of the Government.

As the performance period progresses, the levels of surveillance may be altered for service areas in cases where performance is either consistently excellent or consistently unsatisfactory. If observations reveal consistently satisfactory performance, then the amount of surveillance may be reduced. If observations reveal consistent deficiencies, increased surveillance may be implemented.

SECTION 2: PERFORMANCE DESCRIPTION

Performance of the Contractor will be monitored through various surveillance methods described in Section 4: *Performing Quality Assurance*. Performance data gathered will be evaluated to assess Contractor performance against contract requirements.

2.1 Performance Standards and Acceptable Quality Levels

For selected activities in the PWS, the PRS provides a performance standard and an acceptable quality level (AQL). A performance standard is the ~~expected~~-required level of Contractor performance. An AQL defines the level of performance that is satisfactory. Depending on the service evaluated and the evaluation method selected, performance standards and AQLs may be stated as a number of occurrences or as a percentage. Performance standards and AQLs for random sampling and 100 percent inspection are generally stated as percentages. For periodic inspections, performance standards may be stated as either percentages, or as absolute numbers.

The contract requires the Contractor to perform all work as specified. Any inaccuracies or omissions in services or products are referred to as “defects” on the part of the Contractor. The Contractor shall be held responsible for all identified defects, and DOE may require a contractor to re-perform the work at no cost to the Government. The AQLs take into account that in some instances an allowable level of deficiency (deviation) is possible while overall performance continues to meet DOE’s desired level of service.

2.1.1 Allowable Deviation

The AQLs define the level or number of performance deficiencies the Contractor is permitted to reach under this contract. AQLs take into account the difference between an occasional defect and a gross number of defects. AQLs can be expressed as a percentage of or as an absolute number (e.g., three per month). There may be instances where 100 percent compliance is required, and no deviation is acceptable (e.g., where safety is involved).

2.1.2 Substantially Complete

In some cases, service outputs are evaluated using subjective values (e.g., satisfactory, marginal, unsatisfactory). The criteria for acceptable performance and for defects must be defined for these service outputs. The concept of “substantially complete” should be the basis for inspections based on subjective scales.

Work is considered “substantially complete” when there has been no significant departure from the terms of the contract and no omission of essential work. In addition, the Contractor has performed the work required to the best of its ability and the only variance consists of minor omissions or deficiencies.

2.2 Non-performance

Non-performance occurs when the Contractor’s performance does not meet the AQL for a given requirement. Requirements may contain multiple performance elements; therefore, deficiencies may occur in one or more aspects of performance (e.g., timeliness, accuracy, completeness, etc.) or subject areas of effort.

When surveillance indicates that the Contractor's service output is not in compliance with the contract requirements, the QAE must determine whether the Contractor or the Government caused the deficiency. If the cause of the defect rests with the Government, corrective action must be taken through Government channels. If the cause of the defect is due to action or inaction by the Contractor, the Contractor is responsible for correction of the problem at no additional expense to the Government.

2.2.1 Documentation

All observed work activities shall be documented, both acceptable performance and non-performance. Thorough documentation of unperformed or poorly performed work is essential for tracking Contractor performance throughout the period of performance. The QAEs, as trained evaluators, will document deficient work by compiling facts describing the inspection methods and results. A sample documentation reporting form is provided in Appendix B: *Contract Evaluation Report*. The Contracting Officer's Representative (COR) and QAEs will develop documentation to substantiate nonconformance with the contract. The documentation, together with any recommendations, will be forwarded to the COR. The COR will decide whether to elevate the problem to the CO for corrective action.

2.2.2 Remedial Actions

The Federal Acquisition Regulation (FAR) allows for remedies in the event that the Contractor fails to perform the required services. ~~Penalties are defined as those actions taken under the direction of the CO against the Contractor within the general provisions of the contract for nonconformance to the PWS and PRS.~~

For a Contractor, the Government may require the Contractor to correct services that failed to meet contract requirements. If the Contractor fails to proceed with reasonable promptness to perform the required corrective action, the Government may (i) by contract or otherwise, perform the correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under the contract; or (ii) terminate the contract for default. ~~The deductions included in Appendix A are considered to be commensurate with the value of the associated services. The CO will determine the penalty for nonconformance based upon his or her judgment and the severity of the nonconformance.~~

SECTION 3: ROLES AND RESPONSIBILITIES

The purpose of QA is to ensure that the Government and customers are satisfied with the products and services received from the Contractor and to ensure that the Contractor is meeting its contractual obligation to DOE. The roles and responsibilities of the stakeholders involved in QA are described below.

3.1 Contractor Responsibility

The Contractor is responsible for delivering products or services in accordance with the contract. The Contractor is responsible for implementing its QAP, which is incorporated in the contract. The QAP describes the Contractor's methods for ensuring all products and services provided under the contract meet established performance standards and AQLs. The Contractor is responsible for producing, maintaining, and providing for audit, quality assurance/control records and reports and all records associated with the investigation and resolution of customer complaints. The Contractor should appoint a single quality assurance point-of-contact to act as a central recipient of communication with the Government.

3.2 Government Responsibility

This section of the QASP briefly defines the duties and responsibilities of key Government personnel involved in contract administration and quality assurance. The key personnel who will be responsible for QASP input are the CO, the COR, the QAEs, and the Contractor's customers.

3.2.1 Contracting Officer

The CO has the authority to administer the contract. The CO may delegate many of the day-to-day contract administration duties to the COR and QAEs. However, certain contractual actions such as negotiation and issuance of contract modifications, resolution of Contractor claims and disputes, issuance of cure notices (notification that unless unacceptable performance is corrected, the Government may terminate the contract for default in accordance with FAR 49.607), issuance of show-cause letters (following a cure notice, requesting facts bearing on the case), termination of the contract, and contract close-out functions are retained by the CO. Administrative actions such as invoice approval and issuance of Contract Evaluation Reports (CER) may be, and normally are, delegated by the CO to the COR. All communication regarding questions or issues related to the QASP will be directed to the CO or the COR. The CO shall approve any revision to the QASP processes or standards.

3.2.2 Contracting Officer Representative

The COR is a federal employee and is designated by name and/or position to act as a liaison between the Government and the Contractor on all issues pertinent to the daily operation of the Contract. The COR represents the CO in the COR functions and therefore is the Contractor's initial point-of-contact with the Government. In turn, the COR may delegate some of his/her responsibilities, such as supervision of the QAEs, to another individual in the organization in order to ensure that the QA function is properly executed. If modifications to the contract are necessary, the COR will assist the CO in preparing and negotiating the modifications. If there are problems with Contractor performance, the COR will inform the Contractor of the problems and recommend to the CO that adverse contractual actions are appropriate (e.g., cure notice) if the Contractor fails to correct the problem. Also, the COR must refer differences of contract interpretation to the CO.

3.2.3 Quality Assurance Evaluators

The QAEs play a key role in contract administration. They serve as the on-site representative of the CO and the COR. The QAEs perform the actual contract surveillance and report to the COR. Some of the key contract administration duties of QAEs include, but are not limited to, the following:

- Performing surveillance as required by this QASP, and making recommendations to the COR for issuance of Contractor Contract Discrepancy Reports or letters of commendation;
- Making recommendations to the COR for the acceptance or rejection of completed work and for administrative actions based on unsatisfactory work or non-performed work;
- Assisting the COR in identifying necessary contract modifications;
- Making recommendations to the COR for changes to the QASP; and
- Assisting the COR in preparing reports of Contractor performance and cost.

The QAEs have only the authority delegated to them in writing by the COR and/or CO. They have no authority to direct or to allow the Contractor to deviate from contract requirements. The QAEs also have no authority to direct or interfere with the methods of performance by the Contractor or to issue directions to any Contractor personnel. These actions are reserved for the CO or the COR.

The QAEs may use the form provided in Appendix D: *Sampling Guide/Inspection Checklist* for each service requirement to be inspected, or such other forms as approved by the COR. This checklist includes the specific tasks to be checked and whether the inspection results in a Contractor rating of excellent,

satisfactory, or unsatisfactory performance. Overall guidance is also provided by the Inspection and Acceptance clauses in the contract.

3.2.4 Customers

Customers are the various organizations supported by the Contractor. Customers may be requested to assist the QAEs and COR by providing information on Contractor performance through a Customer Feedback Program. The information gained from the Customer Feedback Program may be used in conjunction with other methods of observation to rate the performance of the Contractor.

SECTION 4: PERFORMING QUALITY ASSURANCE

4.1 Surveillance Methods

The surveillance methods used in the QA process are the tools the Government uses to monitor the Contractor's products and services. The best means of determining whether the Contractor has met all contract requirements is to inspect the Contractor's service products and analyze the results. Further, documented inspection results are an effective tool in contract administration. Inspections either confirm the Contractor's successful achievement of all performance requirements or highlight areas where defects exist and improvements are necessary.

The surveillance methods described below include: 100 percent inspection, periodic inspection, random sampling, and customer feedback. The number of inspections conducted may be reduced in those instances where the Contractor has established a good performance record. In cases of poor performance, DOE may increase the level of surveillance and focus on known problem areas. In either case, the reasons for the change in surveillance will be documented.

The AQL when expressed as a percentage represents the percentage of inspected items that must be acceptable to meet the AQL. It does not represent the percentage of items inspected. The surveillance method describes how the AQL will be evaluated (i.e., 100%, periodic, random, etc.). The deduction represents the monetary deduction for not meeting the AQL, either in a percentage of the line item cost or a flat deduction. The surveillance frequency represents how often the deduction can be applied based on contractor performance.

4.1.1 100 Percent Inspection

The 100 percent inspection method [provides for a complete inspection of the Contract requirement, and may be used for requirements that are especially critical.](#) ~~requires complete inspection of all deliverables, requirements, or activities for a contract requirement and will be used for requirements that are especially critical or where there is some reason for suspecting that the performance standard or AQL is not being met and therefore, should be more closely monitored.~~ Evaluation schedules for 100 percent inspections will be prepared on a time determined basis – usually monthly but may be adjusted by the Government depending on the Contractor activity and scheduling of inspections.

4.1.1.1 Performance Standards and AQLs

The performance standards and AQLs may be stated as either percentages or absolute numbers.

4.1.1.2 Evaluation Procedures

Observed defects for a service monitored by 100% inspection are compared to the performance standard and AQL.

4.1.2 Periodic Inspection

Periodic inspection provides a systematic way of looking at service outputs and forming conclusions about the Contractor's level of performance in accordance with a planned schedule of surveillance. Evaluation by periodic inspection is designed to inspect some, but not all of the products and services being monitored.

4.1.2.1 Application

Specific contract requirements that are to be monitored are selected for evaluation prior to their scheduled accomplishment. Periodic inspection differs from random sampling in the way in which samples are selected – periodic inspection sample selection is based on some subjective rationale and sample sizes ~~are usually arbitrarily determined~~ will vary. With this type of evaluation, the QAEs are able to direct efforts to those areas where inspections are most needed, and the Contractor knows that those areas are more likely to be monitored than others. Periodic inspection, as compared with random sampling, provides a less sound statistical means of making comparisons between observed and overall performance, and the Contractor's overall level of performance. Periodic inspection is generally used in two ways. First, it can provide a one-time subjective evaluation of Contractor performance. Second, it can be used to detect a change in the Contractor's level of performance (i.e., trend analysis). This method requires that the sample selection criteria be well documented and consistently applied from period to period, and that there are no other intervening factors. The cost of periodic inspections varies with the level of inspections. Such latitude is important to manage limited resources and focus inspections on known or suspected problems areas.

4.1.2.2 Performance Standards and AQLs

Performance standards and AQLs are usually stated in terms of the number of defects detected per time period (e.g., three times per month). There is no specific relationship between sample size and performance standard/AQL. However, when the AQL is expressed as a percentage, it is recommended that the maximum sample size be chosen such that one defect does not exceed the AQL. This requirement does not apply to AQLs that require 100% compliance.

4.1.2.3 Evaluation Procedures

The levels of evaluation appropriate for periodic inspection are judgmental. In order to perform trend analysis from periodic inspection, criteria for sample selection should be applied consistently from period to period. To ensure valid results, the QAEs will use periodic inspection evaluation sheets and follow a detailed inspection schedule. Schedules may be developed monthly to coincide with the Contractor's monthly schedule of work, and regularly updated after receiving the Contractor's definitive weekly schedule. Observed defects for services monitored by periodic inspection will be totaled at the end of each month. For each service, the total number of defects will be compared to the performance standard and AQL.

4.1.3 Random Sampling

Random sampling evaluation is a quality assurance method designed to evaluate some, but not all, of a specific contract requirement. This method, based on statistical principles, estimates the Contractor's overall level of performance for a given contract requirement based on a representative sample drawn from a population. Random Sampling is most often used when the number of occurrences of a service is very high.

4.1.3.1 Application

The random sampling procedures may be based on those set by the American National Standards Institute (ANSI). The random sampling procedures should consider the AQL (maximum allowable deviation from the performance standard), the level (intensity) of the evaluation effort, and the population size. There are

two ways of applying random sampling for QA surveillance. The first is used only for performance evaluation and allows deductions to be taken only for observed defects; the second is random sampling for performance evaluation and deduction projection (also called extrapolated deductions), which allows deductions against the whole population based on the inspection of the sample. To obtain valid results, random sampling procedures must be followed precisely.

4.1.3.2 Performance Standards and AQLs

Performance standards and AQLs may be specified as percentages or absolute numbers.

4.1.3.3 Evaluation Procedures

Random Sampling is based solely on a statistical analysis whereby a conclusion is drawn about a population based on a randomly selected sample of that population. For the conclusion to be valid, the sample selected must be representative of the population. A truly representative sample can be achieved by ensuring that the sample is selected randomly and the size of the sample is sufficient. A conclusion about Contractor performance can then be made based on the representative sample drawn.

4.1.4 Customer Feedback

Verified and validated customer feedback is a quality assurance method based on customer and Contractor interaction. Customers continually receive the outputs of Contractor performance and are in a position to evaluate the Contractor on a recurring basis. Because customers have a clear stake in the quality of Contractor services they are a valuable resource for the QAEs and COR.

4.1.4.1 Application

Customers are made aware of contract requirements and monitor the services provided by the Contractor, both positive and negative. Where there is a case of poor performance or non-performance, customers notify the QA Lead or QAEs. The QAEs then investigate the report and, if found to be valid, document their findings. The numbers of complaints and resulting inspections depend upon customer awareness and response. If the complaint is valid and caused by poor performance or non-performance by the Contractor, the Contractor must take appropriate corrective action. A valid complaint is one in which the QAE confirms that poor performance or non-performance violates contract requirements.

4.1.4.2 Customer Feedback Process

Upon contract award, the COR or CO will send correspondence to all or selected customer points-of-contact. These letters will inform them of the need for their active participation in the overall Quality Assurance Surveillance Program. The COR will also provide a Customer Feedback Record (sample found in Appendix C) for the customer to use to either document performance problems or identify when superior services are received.

The QAEs will validate the Customer Feedback Records submitted. It is primarily the responsibility of the Contractor to investigate each complaint to determine the problem. While QAEs can also investigate customer complaints, the responsibility for initial review shall remain with the Contractor. At the discretion of the Government, the QAE will investigate problems from customer groups and complaints involving major problems with services being provided.

The Contractor shall take action when a Customer Feedback Record is received. If a valid complaint exists, the Contractor shall re-perform the product or service. The Contractor may use the complaint as an indicator that the Quality Control Program needs improvement. Corrective actions shall be implemented to prevent the recurrence of similar problems in the future or detect and fix such problems before a product or service is delivered to a customer. If the customer complaint is found to be invalid, the COR shall educate the customer regarding contract requirements as they pertain to the customer's expectations.

4.1.4.3 Evaluation Procedure

The Contractor shall report verified and validated complaints each month, so the QAEs may review the submitted complaints and formulate action items if necessary. Trend analysis may be used to test for variations in the number of complaints received each month and identify changes in Contractor performance.

4.2 Analysis and Results

When the inspections and customer feedback record validations have been completed, the QAEs will perform an analysis of the Contractor's performance. The analysis may also be performed by independent/oversight groups with subject matter knowledge in the respective field. The purpose of the analysis is to ensure that DOE is receiving high-quality products and services from the Contractor. QAEs will review the results of the Contractor rating, and characterize the Contractor's overall performance. Analysis of all types of contract monitoring will result in one of the following outcomes: satisfactory performance, marginal performance, or unsatisfactory performance.

The surveillance frequency listed in the PRS (see Appendix A) represents the frequency the surveillance may, but necessarily, be performed. Surveillance frequency may be increased or decreased at the discretion of the Government with, or without, notice to the Contractor.

4.2.1 Satisfactory Performance

When the Contractor's performance is satisfactory, the performance meets acceptable quality levels and deficiencies are correctable without adverse impact to mission accomplishment or customer activities. Strengths and weaknesses in performance are on balance where any deficiencies are identified and corrected immediately by the Contractor.

4.2.2 Marginal Performance

Performance meets some but does not meet all contractual requirements. The contractual performance of the task and sub-task being assessed reflect a potential serious problem for which the contractor has not yet identified corrective actions. The Contractor's proposed actions appear only marginally effective or were not fully implemented.

4.2.3 Unsatisfactory Performance

When the performance for any service does not meet the AQL, the Contractor's performance is unsatisfactory, and is therefore unacceptable. The following responses are available to the COR regarding that task/subtask:

- The CO and/or COR meet with the Contractor to discuss discrepancies, trends, complaints, and intended corrective measures;
- The level of surveillance is increased until the Contractor demonstrates acceptable performance over a period of time;
- The COR issues a contract discrepancy report for each service that does not meet its AQL;
- Should deficiencies be significant and affect multiple requirements, CO action such as a 'Cure' notice may be appropriate.

SECTION 5: REFERENCES

| DE-SOL-0006383, *-Paducah Infrastructure Support Services*

**APPENDIX A:
PERFORMANCE REQUIREMENTS SUMMARY**

The performance standards and AQLs in the ~~twenty~~ (2019) tables below will be used to measure the performance of the Contractor. The ~~twenty-nineteen~~ (2019) tables are applicable to CLINs, ELINs and the functional areas of the PWS (~~sections 3.1 through 3.11~~):

1. CLIN 001; C.3.1, Contract Transition
2. ELIN *A101; C.3.2, Radiological Site Services for Others
3. ELIN *A102; C.3.4.2, Telecommunications and Radio Communications
4. ELIN *A103; C.3.4.3, IT Support and Services
5. ELIN *A104; C.3.5.1, Property Management Services
6. ELIN *A105; C.3.5.3, Maintenance of Buildings, Structures, Installed Equipment, and Furnishings
7. ELIN *A106; C.3.5.4, Custodial Maintenance and Sanitary Waste Disposal
8. ELIN *A107; C.3.5.5, Grounds Maintenance
9. ELIN *A108; C.3.5.6, Paved, Gravel and Earth Roads, and Yards
10. ELIN *A109; C.3.5.7, Snow and Ice Prevention/Removal
11. ELIN *A110; C.3.5.8, Railroad System Maintenance and Repair
12. ELIN *A111; C.3.5.9, Pest Control Services
13. ELIN *A112; C.3.6, Records Management and Document Control
14. ELIN *A113; C.3.7, Mail Services
- ~~15. ELIN *A114; C.3.8, Environmental Information Center Operations~~
- ~~16.15. ELIN *A115; C.3.9, Training Services~~
- ~~17.16. ELIN *A116; C.3.10, On-Site Fuel Station~~
- ~~18.17. ELIN *A201; C.3.3, Safeguards and Security~~
- ~~19.18. ELIN *A202; C.3.4.1, Cyber Security~~
- ~~20.19. CLIN 002; C.3.12, Contract Closeout~~

*The ELIN will vary depending on which contract period the contractor is currently in. For example, A101 through A202 is for the base period of the contract. For any subsequent option period, the ELIN for that contract period will be used.

QAEs will monitor Contractor performance using the guidelines in Section 4 above, together with the PRS tables below, and the PWS sections referred to in the PRS. The PRS includes performance standards and AQLs for selected PWS sections that are intended to be representative of the entire PWS. In the process of monitoring Contractor performance, the QAEs and the COR may improve the PRS by developing changes to the standards and AQLs or by developing standards and AQLs for different PWS sections. Such changes to the PRS will be documented and shared with the Contractor.

These measurements will also apply to all provisions in the contract. Contractor performance results may be posted to an internal DOE website. The Contractor shall be required to comply with all terms and provisions of the contract, including the PWS and Technical Exhibits (TE).

Per the Fixed Price Inspection of Services clause (FAR 52.246-4), the Government may reduce the contract price to reflect the reduced value of the services performed. The specific deductions identified within Appendix A reflect the intended impact to Contractor payments, but additional deductions may be taken from Contractor payments if warranted by significant defects in services provided.

The tables in Appendix A cover firm-fixed-price work included under Section C.3.0 of the PWS. Additional deliverables are included under Section C.2.0 of the PWS, Management and Administration. In accordance with the Fixed Price Inspection of Services Clause, the Government may also reduce the contract price to reflect the reduced value of services performed for deliverables under Section C.2.0, and the contract price reduction will be commensurate with the reduced value of services.

[In addition, the tables in Appendix A include a number of deliverables and official submittals, including Contractor programs, plans, policies and procedures. All required deliverables must be sufficiently complete, accurate, concise, and satisfactory. This specifically includes \(but is not limited to\) deliverables requiring approval by DOE.](#)

[The Minimum Acceptable Quality Levels \(AQLs\) included within Appendix A are based on the surveillance frequency.](#)

1. Contract Transition (C.3.1)

The following table provides the performance standards, AQLs and surveillance methods pertaining to **Contract Transition**. Surveillances are anticipated to be conducted by QAEs on a scheduled basis. If the Performance Standard is not applicable at the time of surveillance, the inspection report will note “N/A” with QAE explanation.

Table 1: Contract Transition Performance Standards, AQLs, and Surveillance

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency
C.2.1	For DOE approval, the Contractor must submit a Deliverable Schedule, and obtain DOE approval with minimal changes required for DOE acceptance within 105 calendar days after NTP.	For documents requiring DOE approval, the schedule shall allow for the submission of a draft document to DOE for review and comment, and a final document for DOE approval. For documents requiring approval from an outside (i.e., non-DOE) organization, the schedule shall allow for the submission of a draft document for DOE review and comment, the submission of a draft document addressing DOE comments to the outside organization for review and comment, and a final document for approval by the outside organization.	Deliverable provided per schedule and is technically accurate and complete.	100% Inspection	\$500.00 for each business day deliverable is past the due date or not technically accurate and complete.	Single surveillance review of deliverable
C.2.2.1	For DOE approval, the Contractor must submit a Worker Safety and Health Program (WSHP) with minimal changes required and attain DOE approval within 40-60 calendar days after NTP.	The Worker Safety and Health Program WSHP is compliant with the requirements of 10 <i>Code of Federal Regulations (CFR)</i> § 851.	Deliverable provided per the Deliverable Schedule in C.2.1 and is technically accurate and complete.	100% Inspection	\$500.00 for each business day deliverable is past the due date or not technically accurate and complete.	Single surveillance review of deliverable
*C.2.2.2	For DOE approval, the Contractor must submit a Radiation Protection Program with minimal changes required and attain DOE approval within 460 calendar days after NTP.	The Radiation Protection Program is compliant with the requirements of 10 <i>CFR</i> § 835 and DOE Order (O) 458.1.	Deliverable provided per the Deliverable Schedule in C.2.1 and is technically accurate and complete.	100% Inspection	\$500.00 for each business day deliverable is past the due date or not technically accurate and complete.	Single surveillance review of deliverable
C.2.2.2	For DOE approval, the Contractor shall submit an Environmental Radiological Protection Program with minimal changes required and attain DOE approval within 40-60 calendar days after NTP.	The Environmental Radiological Protection Program is compliant with the requirements of DOE O 458.1.	Deliverable provided per the Deliverable Schedule in C.2.1 and is technically accurate and complete.	100% Inspection	\$500.00 for each business day deliverable is past the due date or not technically accurate and complete.	Single surveillance review of deliverable

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency
C.2.2.3	For DOE approval, the Contractor must <u>shall</u> submit an Integrated Safety Management System <u>Description with minimal changes required and attain DOE approval</u> within 4060 calendar days after NTP.	The Integrated Safety Management System <u>Description</u> is compliant with the requirements of DEAR 970.5223-1 and DOE G 450.4-1C.	Deliverable provided per the Deliverable Schedule in C.2.1 and is technically accurate and complete.	100% Inspection	\$500.00 for each business day deliverable is past the due date or not technically accurate and complete.	Single surveillance review of deliverable
C.2.2.4	For DOE approval, the Contractor must <u>shall</u> submit a Quality Assurance Program <u>with minimal changes required and attain DOE approval</u> within 30 calendar days after NTP.	The Quality Assurance Program is compliant with the requirements EM-QA-001.	Deliverable provided per the Deliverable Schedule in C.2.1 and is technically accurate and complete.	100% Inspection	\$500.00 for each business day deliverable is past the due date or not technically accurate and complete.	Single surveillance review of deliverable
C.2.2.4	For DOE approval, the Contractor must <u>shall</u> submit a Quality Assurance Implementation Plan <u>with minimal changes required and attain DOE approval</u> within 30 calendar days after NTP.	The Quality Assurance Implementation Plan describes how the requirements of the QAP are flowed down to lower tier organizations.	Deliverable provided per the Deliverable Schedule in C.2.1 and is technically accurate and complete.	100% Inspection	\$500.00 for each business day deliverable is past the due date or not technically accurate and complete.	Single surveillance review of deliverable
C.2.2.5	For DOE approval, the Contractor must <u>shall</u> submit a Contractor Assurance System <u>to DOE</u> within 4060 calendar days after NTP.	The Contractor Assurance System is compliant with the requirements of DOE O 226.1B.	Deliverable provided per the Deliverable Schedule in C.2.1 and is technically accurate and complete.	100% Inspection	\$500.00 for each business day deliverable is past the due date or not technically accurate and complete.	Single surveillance review of deliverable
C.2.2.6	For DOE information approval, for the assigned facilities listed in Attachment J-8.C.3.0, the Contractor must <u>shall</u> submit a Building/Project Emergency Contingency Plan; <u>(for the assigned facilities listed in Attachment J-8.C.3.0) to DOE</u> ; within 4060 calendar days after NTP; <u>for assigned facilities listed in Attachment J-8.C.3.0.</u>	The Contractor Assurance System <u>Building/Project Emergency Contingency Plan</u> is compliant with the requirements of DOE O 151.1C.	Deliverable provided per the Deliverable Schedule in C.2.1 and is technically accurate and complete.	100% Inspection	\$500.00 for each business day deliverable is past the due date or not technically accurate and complete.	Single surveillance review of deliverable

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency
C.2.2.6	For DOE information, the Contractor must shall submit facility specific Emergency Plan Implementing Procedures, (for the assigned facilities listed in Attachment J-8.C.3.0) to DOE, with minimal changes required and attain DOE approval within 4060 calendar days after NTP, for assigned facilities listed in Attachment J-8.C.3.0.	The Emergency Plan Implementing Procedures are compliant with the requirements of DOE O 151.1C.	Deliverable provided per the Deliverable Schedule in C.2.1 and is technically accurate and complete.	100% Inspection	\$500.00 for each business day deliverable is past the due date or not technically accurate and complete.	Single surveillance review of deliverable
C.2.2.6	For DOE approval, the Contractor must shall submit a Hazard Survey for Infrastructure facilities/activities (for the assigned facilities listed in Attachment J-8.C.3.0) with minimal changes required and attain DOE approval within 4060 calendar days after NTP, for assigned facilities listed in Attachment J-8.C.3.0.	The Hazard Survey(s) for Infrastructure facilities/activities is/are compliant with the requirements of DOE O 151.1C.	Deliverable provided per the Deliverable Schedule in C.2.1 and is technically accurate and complete.	100% Inspection	\$500.00 for each business day deliverable is past the due date or not technically accurate and complete.	Single surveillance review of deliverable
C.2.2.6	For DOE approval, the Contractor must shall submit an Emergency Planning Hazard Assessment to DOE (for the assigned facilities listed in Attachment J-8.C.3.0) within 4060 calendar days after NTP, for assigned facilities listed in Attachment J-8.C.3.0.	The Emergency Planning Hazard Assessment for Infrastructure facilities/activities is/are compliant with the requirements of DOE O 151.1C.	Deliverable provided per the Deliverable Schedule in C.2.1 and is technically accurate and complete.	100% Inspection	\$500.00 for each business day deliverable is past the due date or not technically accurate and complete.	Single surveillance review of deliverable
C.2.2.6	For DOE information, the Contractor must shall submit Paducah Site/Facility-Specific Emergency Action Levels, to DOE (w/for the assigned facilities listed in Attachment J-8.C.3.0) within 30 calendar days after NTP, for assigned facilities listed in Attachment J-8.C.3.0.	The Emergency Planning Hazard Assessment for Infrastructure facilities/activities is/are compliant with the requirements of DOE O 151.1C.	Deliverable provided per the Deliverable Schedule in C.2.1 and is technically accurate and complete.	100% Inspection	\$500.00 for each business day deliverable is past the due date or not technically accurate and complete.	Single surveillance review of deliverable
C.2.2.6	For DOE information, the Contractor must shall submit Emergency Management Readiness Assurance program (for the assigned facilities listed in Attachment J-8.C.3.0) within 40 calendar days after NTP.	The Emergency Management Readiness Assurance program for Infrastructure facilities/activities is/are compliant with the requirements of DOE O 151.1C.	Deliverable provided per the Deliverable Schedule in C.2.1 and is technically accurate and complete.	100% Inspection	\$500.00 for each business day deliverable is past the due date or not technically accurate and complete.	Single surveillance review of deliverable

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency
C.2.2.10	For DOE approval, the Contractor must shall submit a Waste Management Plan with minimal changes required and attain DOE approval within 40 60 calendar days after NTP.	The Waste Management Plan is compliant with the requirements of DOE O 435.1.	Deliverable provided per the Deliverable Schedule in C.2.1 and is technically accurate and complete.	100% Inspection	\$500.00 for each business day deliverable is past the due date or not technically accurate and complete.	Single surveillance review of deliverable
C.2.2.10	For DOE approval, the Contractor must shall submit a Pollution Prevention Plan with minimal changes required and attain DOE approval within 40 60 calendar days after NTP.	The Pollution Prevention Plan is compliant with the requirements of Executive Order 13423 and Executive Order 13514.	Deliverable provided per the Deliverable Schedule in C.2.1 and is technically accurate and complete.	100% Inspection	\$500.00 for each business day deliverable is past the due date or not technically accurate and complete.	Single surveillance review of deliverable
C.3.1	Key personnel identified in Section H.26 shall be onsite during the transition period.	Key personnel identified are onsite during transition period.	Key personnel onsite 90% of working business days.	100% Inspection	\$500.00 for each absence above the AQL, each business day.	Monthly until end of Transition
C.3.1	For DOE approval, the Contractor must shall submits a Transition Plan with minimal changes required and attain DOE acceptance within 15 calendar days after NTP.	The Transition Plan includes a description of all activities necessary to execute all sections of the Contract, a listing of involved organizations, and a schedule.	Deliverable provided per the Deliverable Schedule in C.2.1 and is technically accurate and complete.	100% Inspection	\$500.00 for each business day deliverable is past due date.	Single surveillance review of deliverable
C.3.1	Until the contract transition is The complete, the Contractor shall must provides weekly Transition Status Reports to DOE, until Contract Transition is completed.	The weekly Transition Status Report includes all activities necessary to execute a successful transition.	Deliverable provided per the Deliverable Schedule in C.2.1 and is technically accurate and complete.	100% Inspection	\$500.00 for each business day deliverable is past due date.	Monthly until end of Transition
C.3.1	The Contractor shall complete all transition activities resulting in a successful transition within contractual time frames.	All activities complete resulting in successful transition 60 days following NTP.	Deliverable provided per the Deliverable Schedule in C.2.1 and is technically accurate and complete. 100%; Successful completion of transition activities within 60 days following NTP.	100% Inspection	\$1,000.00 for each calendar day that completion of transition is delayed.	Following successful transition

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency
C.3.3.1.2	For DOE approval, the Contractor shall submit a Site Security Plan with minimal changes required and attain DOE approval within 4060 calendar days after NTP.	The Site system Security Plan is compliant with the requirements of DOE O 470.4B.	Deliverable provided per the Deliverable Schedule in C.2.1 and is technically accurate and complete.	100% Inspection	\$500.00 for each business day deliverable is past due date or not technically accurate and complete.	Single surveillance review of deliverable
C.3.4.1.3	For DOE approval, the Contractor shall submit a System Security Plan with minimal changes required and attain DOE approval within 4060 calendar days after NTP.	The System Security Plan is compliant with the requirements of DOE O 205.1B.	Deliverable provided per the Deliverable Schedule in C.2.1 and is technically accurate and complete.	100% Inspection	\$500.00 for each business day deliverable is past due date or not technically accurate and complete.	Single surveillance review of deliverable
C.3.5.4.3	For DOE approval, the Contractor must submit a Space Cleaning Plan with minimal changes required and attain DOE approval within 60 calendar days after NTP.	The Space Cleaning Plan incorporates appropriate sections of Attachment J-8.C.3.5.4b.	Deliverable provided per the Deliverable Schedule in C.2.1 and is technically accurate and complete.	100% Inspection	\$500.00 for each business day deliverable is past due date or not technically accurate and complete.	Single surveillance review of deliverable
C.3.5.5.4	For DOE approval, the Contractor shall submit a Mowing Plan with minimal changes required and attain DOE approval within 60 calendar days after NTP.	The Mowing Plan includes a mowing map and annual schedule.	Deliverable provided per the Deliverable Schedule in C.2.1 and is technically accurate and complete.	100% Inspection	\$500.00 for each business day deliverable is past due date or not technically accurate and complete.	Single surveillance review of deliverable
C.3.5.7.3	For DOE approval, the Contractor shall submit a Snow and Ice Removal Plan with minimal changes required and attain DOE approval within 60 calendar days after NTP.	The Snow and Ice Removal Plan includes all required information in C.3.5.7.3.	Deliverable provided per the Deliverable Schedule in C.2.1 and is technically accurate and complete.	100% Inspection	\$500.00 for each business day deliverable is past due date or not technically accurate and complete.	Single surveillance review of deliverable
C.3.5.8.3.2	For DOE approval, the Contractor shall submit an Active Railroad Track Service Schedule with minimal changes required and attain DOE approval within 30 calendar days after NTP.	The Active Railroad Track Service Schedule includes all required information in C.3.5.8.3.2.	Deliverable provided per the Deliverable Schedule in C.2.1 and is technically accurate and complete.	100% Inspection	\$500.00 for each business day deliverable is past due date or not technically accurate and complete.	Single surveillance review of deliverable

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency
C.3.9.2	<p>For DOE approval, the Contractor shall submit the Training Course Content and Training Schedule due to DOE for approval within 60 calendar days after NTP.</p>	<p>The deliverable includes all Training Course Content and Schedule.</p>	<p>Deliverable provided per the Deliverable Schedule in C.2.1 and is technically accurate and complete.</p>	<p>100% Inspection</p>	<p>\$500.00 for each business day deliverable is past due date or not technically accurate and complete.</p>	<p>Single surveillance review of deliverable</p>

* **EXAMPLE (This example also applies to other related sections of the document as applicable):** The requirement for deliverable of a Radiation Protection Program in Section C.2.2.2 will be evaluated as follows: The deliverable shall be submitted ~~for and approved~~ by the government within ~~calendar 40 calendar~~ 60 days ~~after~~ NTP and must be compliant with 10 *CFR* § 835 and DOE O 458.1. If these requirements are not met, then a \$500 deduction for each business day the deliverable is past its due date shall be applied to the Contractor payment. If the deliverable is deemed not accurate or complete by the government, a \$500 deduction for each day ~~(after the Government deems the deliverable not accurate or complete)~~ shall be applied to the Contractor payment ~~(until resubmittal of the deliverable)~~.

2. Radiological Site Services for Others (C.3.2)

The following table provides the performance standards, AQLs and surveillance methods pertaining to **Radiological Site Services for Others**.

Table 2: Radiological Site Services ~~Transition~~-Performance Standards, AQLs, and Surveillance

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency*
C.3.2.2	The Contractor completes calibration, maintenance, and repairs of personnel and environmental radiological monitoring and surveying equipment assigned to other site contractors.	The radiological instrumentation inventory provided in Section J, Attachment J-8.C.3.2.2 is calibrated in accordance with of 10 <i>CFR</i> § 835 and DOE O 458.1.	95% of instrumentation properly maintained and or no more than two valid customer complaints concerning equipment maintenance.	Periodic and Random Inspection, Customer Feedback	5% of applicable ELIN	Monthly
**C.3.2.2	Computerized Maintenance Management System (CMMS) or other approved system approved utilized system utilized to schedule and document calibration, maintenance, and repairs of radiological equipment.	An approved electronic system is used to schedule and document completion of all maintenance and calibration activities.	95% of instrumentation maintenance records are maintained in CMMS.	Periodic and Random Inspection	\$500.00 for each deficiency above the AQL.	Monthly
C.3.2.3	The Contractor shall develop, maintain, and execute and internal and external bioassay program. The Contractor shall provide bioassays and baseline bioassays as needed by DOE, its contractors, and subcontractors.	The bioassay program meets the requirements of DOELAP and be compliant with -10 <i>CFR</i> § 835 Subpart E.	No more than two deficiencies identified on a DOELAP assessment and or no more than two valid customer complaints.	Periodic and Random Inspection, Customer Feedback	10% of applicable ELIN	Monthly

* Surveillance Frequency may change depending on scope and circumstances as determined by the Government.

** **EXAMPLE (This example also applies to other related sections of the document as applicable):** The requirement for CMMS to be used for scheduling and documenting calibration, maintenance and repairs of radiological equipment in Section C.3.2.2 will be evaluated as follows: The Contractors CMMS program will be periodically and randomly inspected by QAEs identified by the government. 95% of inspected records for these instruments shall be located in CMMS. If the quantity of records located in CMMS does not meet or exceed 95%, a \$500 deduction for each record below the 95% level shall be applied to the Contractor payment.

3. Telecommunications and Radio Communications (C.3.4.2)

The following table provides the performance standards, AQLs and surveillance methods pertaining to **Telecommunications and Radio Communications**.

Table 3: Telecommunications and Radio Communications Performance Standards, AQLs, and Surveillance

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency*
C.3.4.2	The Contractor shall operate and maintain the Paducah site telephone switching system, transmission equipment, and ancillary equipment in a serviceable condition.	The Paducah site telecommunications system is available 24 hours per day, 7 days per week.	Two interruptions in service.	Observation	10% of applicable ELIN and \$5,000.00 per day out of service above the AQL	Monthly
C.3.4.2.1	The Contractor shall provide voice mail operations to DOE and site contractors. This includes management and administration for multiple customers. The contractor shall submit a detailed report of voicemail usage (mailboxes, used space, free space).	The Contractor's Monthly Progress Report as required by Section C.2.4.1 includes all described information.	Deliverable contains 100% of requested information.	100% Inspection	\$500.00 for each business day deliverable is past due date.	Monthly deliverable review
**C.3.4.2.4	The Contractor shall maintain the FCC radio frequency license, tower, transmission, and radio repair/replacement services. This includes managing radio services, including radio spectrum licensing and design.	The radio system is operational 24 hours per day, 7 days per week.	Two interruptions in radio service.	Observation	10% of applicable ELIN and \$5,000.00 per day out of service above the AQL	Monthly
C.3.4.2.5	The Contractor shall provide reliable electronic notification service to individual personnel associated with the Paducah Gaseous Diffusion Plant (PGDP) emergency response organizations.	The electronic notification system is operational 24 hours per day, 7 days per week.	100% operational with no interruptions.	Periodic and Random Inspection, Customer Feedback	15% of applicable ELIN	Monthly
C.3.4.2.7	The Contractor shall perform maintenance and repair of all installed data/communication lines up to and including the end user receptacle.	The Contractor makes repairs to data/communication lines within a reasonable timeframe.	95% of inspected areas and no more than two valid customer complaints.	Periodic and Random Inspection, Customer Feedback	5% of applicable ELIN	Monthly
C.3.4.2.10	For DOE approval, the Contractor shall submit a Restoration Priority List within 120 calendar days after NTP.	The Restoration Priority List includes all required information in C.3.4.2.10.	Deliverable provided per the Deliverable Schedule in C.2.1 and is technically accurate and complete.	100% Inspection	\$500.00 for each business day deliverable is past due date or not technically accurate and complete.	Single surveillance review of deliverable

* Surveillance Frequency may change depending on scope and circumstances as determined by the Government.

** **EXAMPLE (This example also applies to other related sections of the document as applicable):** The requirement for the Contractor to provide the FCC radio frequency license, tower, transmission, and radio repair/replacement services in Section C.3.4.2 will be evaluated as follows: The radio system is required to be operational 24 hours per day, 7 days per week. The AQL is two interruptions of service per month. If the radio service has more than two interruptions per month, 10% of the applicable ELIN will be deducted from Contractor payment and an additional \$5,000 per day of lost service will be deducted from the Contractor payment.

4. IT Support and Services (C.3.4.3)

The following table provides the performance standards, AQLs and surveillance methods pertaining to **Information Technology (IT) Support and Services**.

Table 4: IT Support and Services Performance Standards, AQLs, and Surveillance

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency*
**C.3.4.3.2.10	The Contractor shall operate a help desk to ensure operational issues of local systems and applications are responded to and properly resolved within the timeframe identified in Attachment J-8.C.3.4.4.	The Contractor submits a Helpdesk Ticket Report as part of the Monthly Progress Report required in Section C.2.4.1.	Deliverable provided per schedule and is technically accurate and complete.	Deliverables review	10% of applicable ELIN	Monthly deliverable review
C.3.4.3.1.1	The Contractor shall provide, for DOE and ETS contractor, equipment and services to ensure continuous copier, printer, and scanner operations for identified facilities.	The contractor submits a detailed report of copier, printer and scanner page and consumables usage monthly as part of the Monthly Progress Report required in Section C.2.4.1.	Deliverable provided per schedule and is technically accurate and complete.	Deliverables review	5% of applicable ELIN	Monthly deliverable review
C.3.4.3.2.1	The Contractor shall provide application portfolio management services to ensure efficient and appropriate utilization of applications required licenses.	The contractor submits a detailed report of site software and system licenses as part of the Monthly Progress Report required in Section C.2.4.1.	Deliverable provided per schedule and is technically accurate and complete.	Deliverables review	5% of applicable ELIN	Monthly deliverable review

* Surveillance Frequency may change depending on scope and circumstances as determined by the Government.

** **EXAMPLE (This example also applies to other related sections of the document as applicable):** The requirement for the Contractor to operate the help desk in Section C.3.4.3.2.10 will be evaluated as follows: The Contractor is required to submit a monthly Helpdesk Ticket Report. The AQL is the deliverable is on-time and contains all of the required information. If the report doesn't contain the required information, 10% of the applicable ELIN will be deducted from the Contractor payment.

5. Property Management Services (C.3.5.1)

The following table provides the performance standards, AQLs and surveillance methods pertaining to **Property Management Services**.

Table 5: Property Management Services Performance Standards, AQLs, and Surveillance

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency*
**C.3.5.1.1.2	The Contractor shall provide intra-site/inter-office relocation of Paducah site personnel.	The Contractor provides office relocation services in a timely manner.	No more than one valid customer complaint with relocation services.	Inspection, Observation, Customer Feedback	5% of applicable ELIN	Monthly
C.3.5.1.1.3	The Contractor shall coordinate with other DOE contractors at the Paducah Site to maintain and input data to the FIMS database.	Site data is inputted to the FIMS database in accordance with DOE O 430.1B.	95% of required data is input to FIMS.	Periodic and Random Inspection	5% of applicable ELIN	Monthly
C.3.5.1.1.4	Annual Ten Year Site Plan (TYSP) drafted in accordance with annual guidance, submitted to and approved by EM Headquarters as required.	The TYSP is drafted in accordance with DOE O 430.1B.	Deliverable provided is technically accurate and complete.	Deliverables review	10% of applicable ELIN	Annual deliverable review
C.3.5.1.2	The Contractor shall coordinate and provide disposition support for Government owned personal property determined to be excess for all PGDP site contractors and DOE operations.	Property is excessed or disposed in accordance with DOE O 580.1A and DOE O 458.1.	100% property excessed or disposed of in accordance with applicable orders.	Periodic and Random Inspection	5% of applicable ELIN	Monthly
C.3.5.1.3	Contractor shall coordinate site-wide statistical usage tracking and reporting on General Services Administration (GSA) leased and DOE-owned equipment; Pick-up, transportation and return of GSA vehicles to/from a GSA approved vendor for maintenance and repairs; Notification and coordination of required maintenance to GSA vehicle lessee (e.g., other site contractors and DOE); and access and use of a maintained and operable vehicle (i.e., Asset ID E112427 as shown in Section J, Attachment J-3, Paducah Infrastructure Accountable Property List).	The Contractor provides listed fleet management services for vehicles listed in Section J, Attachment J-8.C.3.5.1.3.	100% statistical usage reported and 95% of vehicles current on maintenance and repairs.	Periodic and Random Inspection	5% of applicable ELIN	Monthly

* Surveillance Frequency may change depending on scope and circumstances as determined by the Government.

**** EXAMPLE (This example also applies to other related sections of the document as applicable):** The requirement for the Contractor to provide office relocation for Paducah site personnel in Section C.3.5.1.1.2 will be evaluated as follows: The Contractor is required to provide office relocation services in a timely manner. The Contractor or QAEs may receive customer complaints on the Contractor performance. The AQL is one valid customer complaint per month. If the Contractor or QAEs identify more than one valid customer complaint, 5% of the applicable ELIN will be deducted from the Contractor payment.

6. Maintenance of Buildings, Structures, Installed Equipment, and Furnishings (C.3.5.3)

The following table provides the performance standards, AQLs and surveillance methods pertaining to **Maintenance of Buildings, Structures, Installed Equipment, and Furnishings**.

Table 6: Maintenance of Buildings, Structures, Installed Equipment, and Furnishings Performance Standards, AQLs, and Surveillance

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency*
C.3.5.3.1	The Contractor shall provide new or factory reconditioned parts and components when providing maintenance, repair, and minor improvements. <u>If such parts and/or components are no longer produced or available, it is reasonable to presume that, with Government approval, other means or other sources could be utilized.</u>	All maintenance activities use new or factory reconditioned parts and components.	100% of parts and components are new or factory refurbished.	Periodic and Random Inspection	\$500.00 for each deficiency above <u>the AQL.</u>	Monthly
**C.3.5.3.1	The Contractor shall notify the building occupants in writing in advance of any scheduled work to be performed in a facility that will tend to disrupt the conduct of normal business activities.	Notification to building occupants occurs at least two (2) business days prior to the disruption.	No more than one valid customer complaint.	Periodic and Random Inspection, Customer Feedback	\$500.00 for each deficiency above the AQL.	Monthly
C.3.5.3.2.1	The Contractor shall develop a comprehensive PM program for assigned buildings, structures, and installed equipment.	The PM program is developed from applicable original equipment manufacturer manuals, inspection checklists, manufacturer’s standards, industry standards, and commercial guides.	95% of PM activities are derived from identified sources.	Periodic and Random Inspection	\$500.00 for each deficiency.	Monthly
C.3.5.3.2.3	The Contractor shall operate and maintain all HVAC systems for assigned facilities.	HVAC systems listed in Attachment J-8 are repaired within a reasonable timeframe.	95% of HVAC systems are operational.	Periodic and Random Inspection	5% of applicable ELIN	Monthly
C.3.5.3.2.4	The Contractor shall operate and maintain the fueling facility on-site.	The fueling facilities listed in Attachment J-8 are repaired within a reasonable timeframe.	Fueling facilities operational 95% of the time.	Periodic and Random Inspection	5% of applicable ELIN	Monthly
C.3.5.3.2.5	The Contractor shall operate and maintain active overhead and rolling door systems.	Overhead and rolling door systems listed in Attachment J-8 are repaired within a reasonable timeframe.	95% of overhead and rolling door systems are operational.	Periodic and Random Inspection	5% of applicable ELIN	Monthly

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency*
C.3.5.3.2.6	The Contractor shall operate and maintain active elevator systems.	Elevator systems listed in Attachment J-8 are repaired within a reasonable timeframe.	95% of elevator systems are operational.	Periodic and Random Inspection,	5% of applicable ELIN	Monthly
C.3.5.3.2.7	The Contractor shall operate and maintain active refrigeration systems.	Refrigeration systems are repaired within a reasonable timeframe.	95% of refrigeration systems are operational.	Periodic and Random Inspection	5% of applicable ELIN	Monthly
C.3.5.3.2.8	The Contractor shall perform re-lamping in occupied designated facilities.	Lighting systems are repaired within a reasonable timeframe.	95% of lighting fixtures are operational.	Periodic and Random Inspection	5% of applicable ELIN	Monthly
C.3.5.3.2.9	The Contractor shall perform architectural and traffic signage maintenance, repair, replacement, and alterations.	Architectural and traffic signage are maintained in accordance with local, state, and federal DOT directives and regulations.	95% of signage is correctly posted and maintained.	Periodic and Random Inspection	5% of applicable ELIN	Monthly
C.3.5.3.2.10 9	The Contractor shall perform security fence and wire cage maintenance and repairs for locations described in Attachment J-8.	All gates/fences/cages are maintained secure, and all hinges and locking devices kept in good working order.	100% of security fence/gates properly maintained or adequately posted until repairs are made.	Periodic and Random Inspection	5% of applicable ELIN	Monthly
C.3.5.3.2.11	The Contractor shall perform LEVEL II Service Order work as defined in Section C.3.5.2.	All work is performed in accordance with the service order.	100% of work performed in accordance with service order.	50% Inspection of Level II service orders	10% of service order cost	Monthly
C.3.5.3.2.12	The Contractor shall maintain, inspect, test, and repair/replace all portable fire extinguishers.	All inspections shall be performed in accordance with National Fire Prevention Association (NFPA) Code 10, "Standard for Portable Fire Extinguishers."	100% of fire extinguishers are maintained, inspected, tested and repaired/replaced.	Periodic and Random Inspection	\$100.00 for each deficiency	Monthly
C.3.5.3.3	The Contractor shall perform LEVEL II Service Order work as defined in Section C.3.5.2.	All work is performed in accordance with the service order.	100% of work performed in accordance with service order.	50% Inspection of Level II service orders	10% of service order cost	Monthly

* Surveillance Frequency may change depending on scope and circumstances as determined by the Government.

** **EXAMPLE (This example also applies to other related sections of the document as applicable):** The requirement for the Contractor to notify the building occupants in writing in advance of any scheduled work to be performed in a facility that will tend to disrupt the conduct of normal business activities in Section C.3.5.3.1 will be evaluated as follows: The Contractor is required to notify the building occupants in writing two days in advance of any scheduled work that would disrupt normal business activities. The AQL is no more than one valid customer complaint per month. If the Contractor or QAEs identify more than one valid customer complaints, \$500 for each additional complaint will be deducted from the Contractor payment.

7. Custodial Maintenance and Sanitary Waste Disposal (C.3.5.4)

The following table provides the performance standards, AQLs and surveillance methods pertaining to **Custodial Maintenance and Sanitary Waste Disposal**.

Table 7: Custodial Maintenance and Sanitary Waste Disposal Performance Standards, AQLs, and Surveillance

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency*
C.3.5.4.2	The Contractor shall purchase and use cleaning products containing recovered materials that are EPA-designated items to the greatest extent practicable.	Cleaning products are EPA-designated as containing recovered materials.	90% of inspected products are properly designated.	Periodic and Random Inspection	\$5 100.00 for each deficiency above the AQL.	Monthly
C.3.5.4.2	The Contractor shall post warning signs and barricades in areas of floor care operations, as appropriate, to ensure personnel safety.	Warning signs are posted when hazards are introduced by floor care operations.	100% of inspected areas contain appropriate signs.	Periodic and Random Inspection	\$5 200.00 for each deficiency above the AQL.	Monthly
C.3.5.4.3	The Contractor shall report deviations from the space cleaning plan into the weekly maintenance report.	All deviations to the space cleaning plan are reported in the weekly report.	100% of deviations to the space cleaning plan are captured in the weekly report. inspected areas are reports.	100% Inspection	\$500.00 for each deficiency.	Monthly
C.3.5.4.3.1	The Contractor shall perform space cleaning in accordance with C.3.5.4.3.1.	The Contractor ensures the spaces are clean, sanitary and sightly.	95% of inspected areas acceptable and no more than two valid customer complaints.	Periodic and Random Inspection, Customer Feedback	5% of applicable ELIN	Monthly
C.3.5.4.3.2	The Contractor shall perform floor care in accordance with C.3.5.4.3.2.	The Contractor ensures the floor care maintains the floors clean, sanitary and sightly.	95% of inspected areas acceptable and no more than two valid customer complaints.	Periodic and Random Inspection, Customer Feedback	5% of applicable ELIN	Monthly
**C.3.5.4.4	The Contractor shall perform LEVEL II Service Order work as defined in Section C.3.5.2.	All work is performed in accordance with the service order.	100% of work performed in accordance with service order.	50% Inspection of Level II service orders	10% of service order cost	Monthly

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency*
C.3.5.4.3.3	The Contractor shall perform break room area service in accordance with C.3.5.4.3.3.	The Contractor services all break rooms to ensure they are clean, sanitary, sightly and stocked with sufficient supplies, such as soap, paper towels, and similar items.	95% of inspected areas <u>and/or</u> no more than two valid customer complaints.	Periodic and Random Inspection, Customer Feedback	5% of applicable ELIN	Monthly
C.3.5.4.3.4	The Contractor shall perform restroom services in accordance with C.3.5.4.3.4.	The Contractor services all restrooms to ensure they are clean, sanitary, sightly and stocked with sufficient supplies.	95% of inspected areas <u>and/or</u> no more than two valid customer complaints.	Periodic and Random Inspection, Customer Feedback	5% of applicable ELIN	Monthly
C.3.5.4.3.5	The Contractor shall be responsible for pickup and disposition of sanitary waste, including disposition of sanitary waste.	The Contractor disposes of up to ten (10) dumpsters at or around the PGDP.	95% of inspected areas <u>and/or</u> no more than two valid customer complaints.	Periodic and Random Inspection, Customer Feedback	5% of applicable ELIN	Monthly
C.3.5.4.3.5	The Contractor shall perform waste collection and disposal in accordance with C.3.5.4.3.5.	The Contractor separately collects and manages recyclable and consumer hazardous waste generated by the Contractor from other waste streams in accordance with the waste minimization program.	95% of inspected areas <u>and/or</u> no more than two valid customer complaints.	Periodic and Random Inspection, Customer Feedback	5% of applicable ELIN	Monthly

* Surveillance Frequency may change depending on scope and circumstances as determined by the Government.

** **EXAMPLE (This example also applies to other related sections of the document as applicable):** The requirement for the Contractor to perform LEVEL II service order work in Section C.3.5.4.4 will be evaluated as follows: The Contractor is required to provide LEVEL II service order work. The AQL is for all work to be performed in accordance with the service order. A QAE will inspect a portion of the service order work. If it is determined the work was not performed in accordance with the service, 10% of the service order cost will be deducted from the Contractor payment (until such time the Government determines the work is completed in accordance with the service order).

8. Grounds Maintenance (C.3.5.5)

The following table provides the performance standards, AQLs and surveillance methods pertaining to **Grounds Maintenance**.

Table 8: Grounds Maintenance Performance Standards, AQLs, and Surveillance

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency*
C.3.5.5.3.1	The Contractor shall remove any trash, paper, or other debris prior to mowing/cutting that detracts from the finished appearance of the area or present a safety hazard.	Trash is removed prior to mowing areas.	95% of inspected areas free of trash.	Periodic and Random Inspection	5% of applicable ELIN	Monthly
C.3.5.5.3.2	The Contractor shall trim grass/vegetation around utilities, fences, utility poles, lightning protection poles, guy wires, sign posts, fire hydrants, buildings, electrical structures, plastic and concrete jersey barriers, and parking lot bumpers.	Objects within the mowing zone are trimmed around.	95% of inspected areas are properly trimmed.	Periodic and Random Inspection	5% of applicable ELIN	Monthly
C.3.5.5.3.3	The Contractor shall control the height of vegetation to less than 36 inches in deep ditches where water regularly accumulates and it is impractical to enter with mowers.	Grass height is maintained less than 36 inches tall.	95% of inspected areas less than 36 inches tall.	Periodic and Random Inspection	5% of applicable ELIN	Monthly
C.3.5.5.3.4	The Contractor shall remove or blow off grass clippings and leaves (not trash) deposited by the mowing operation from sidewalks, concrete porches, building aprons, streets, etc.	Clippings are properly removed following mowing activities.	95% of inspected areas have clippings properly removed.	Periodic and Random Inspection	5% of applicable ELIN	Monthly
C.3.5.5.3.5	The Contractor shall coordinate with the other site contractors prior to the performance of work activities that might impact their <u>its</u> operations.	Mowing activities that may interfere with other contractor activities are coordinated appropriately.	No more than one observed defect or valid customer complaint.	Periodic and Random Inspection, Customer Feedback	5% of applicable ELIN	Monthly
<u>C.3.5.5.3.6</u>	<u>The Contractor shall prevent scalping, uneven mowing, or rutting by the equipment and shall take care not to damage trees and shrubs.</u>	<u>Scalping and damage to trees and shrubs is prevented.</u>	<u>No more than one observed defect or valid customer complaint.</u>	<u>Periodic and Random Inspection, Customer Feedback</u>	<u>2% of applicable ELIN</u>	<u>Monthly</u>

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency*
C.3.5.5.5.2	The Contractor shall perform mowing/vegetation control in accordance with C.3.5.5.5.2.-1) ZONE I.	Vegetation is maintained to a height of 6 inches or less.	95% of inspected locations meet requirements.	Periodic and Random Inspection	5% of applicable ELIN	Monthly
**C.3.5.5.5.2	The Contractor shall perform mowing/vegetation control in accordance with C.3.5.5.5.2.-2) ZONE II.	Vegetation is maintained to a height of 12 inches or less for non-radiological areas and 36 inches or less for radiological areas.	95% of inspected locations meet requirements.	Periodic and Random Inspection	5% of applicable ELIN	Monthly
C.3.5.5.5.2	The Contractor shall perform mowing/vegetation control in accordance with C.3.5.5.5.2.-3) ZONE III.	Vegetation is maintained no less than every 30 calendar days to maintain vegetation/grass at a height of 18 inches or less for non-radiological areas and 36 inches or less for radiological areas.	95% of inspected locations meet requirements.	Periodic and Random Inspection	5% of applicable ELIN	Monthly
C.3.5.5.5.2	The Contractor shall perform mowing/vegetation control in accordance with C.3.5.5.5.2.-1) ZONE IV.	Vegetation is maintained no less than every 30 calendar days to maintain vegetation at a height of 18 inches or less.	95% of inspected locations meet requirements.	Periodic and Random Inspection	5% of applicable ELIN	Monthly
C.3.5.5.5.2	The Contractor shall perform mowing/vegetation control in accordance with C.3.5.5.5.2.-5) ZONE V.	Vegetation is maintained on a biannual basis to prevent woody growth.	95% of inspected locations meet requirements.	Periodic and Random Inspection	5% of applicable ELIN	Monthly
C.3.5.5.5.2	The Contractor shall perform mowing/vegetation control in accordance with C.3.5.5.5.2.-5) ZONE VI.	Vegetation is maintained on an annual basis to prevent woody growth.	95% of inspected locations meet requirements.	Periodic and Random Inspection	5% of applicable ELIN	Monthly
C.3.5.5.5.2	The Contractor shall perform mowing/vegetation control in accordance with C.3.5.5.5.2.-5) ZONE VII.a.	Vegetation is maintained on the outside of the fence to a height of twelve (12") inches or less to create a clearance of approximately fifty (50') feet from the exterior of the fence to the surrounding tree line, subject to the limitations of the terrain. Vegetation is maintained 12 inches or less to create a clearance of 50 feet from the exterior of the security fence.	95% of inspected locations meet requirements.	Periodic and Random Inspection	5% of applicable ELIN	Monthly
<u>C.3.5.5.5.2</u>	<u>The Contractor shall perform mowing/vegetation control in accordance with C.3.5.5.5.2.-5) ZONE VII.b.</u>	<u>Vegetation is controlled to a distance of twenty (20') feet either side of the fence to a height of twelve (12") inches or less.</u>	<u>95% of inspected locations meet requirements.</u>	<u>Periodic and Random Inspection</u>	<u>5% of applicable ELIN</u>	<u>Monthly</u>
C.3.5.5.5.3	The Contractor shall maintain a mowed, debris free, and pest controlled (e.g. chiggers) pathway that lead to National Emission Standards for Hazardous Air Pollutants (NESHAP) air monitors.	Maintained path is no less than 3 feet wide and with a vegetation height not to exceed 4 inches.	95% of inspected locations meet requirements.	Periodic and Random Inspection	5% of applicable ELIN	Monthly
C.3.5.5.5.4	The Contractor shall provide an access route and mow around the groundwater wells based on the Remediation contractor's sampling schedules.	Maintained area is at least 10 foot radius circle with a vegetation height not to exceed 4 inches.	90% of inspected locations meet requirements.	Periodic and Random Inspection	5% of applicable ELIN	Monthly
C.3.5.5.5.6	Shrubs and hedges shall be fertilized with a 23-10-5 fertilizer mixture two (2) times a year.	Shrubs are fertilized once the spring (prior to June 1) and once in the fall (prior to October 15).	90% of inspected locations meet requirements.	Periodic and Random Inspection	5% of applicable ELIN	Monthly

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency*
C.3.5.5.5.6	Shrubs and hedges in the Zone I Area(s) shall be pruned annually.	Shrubs and hedges are pruned between May 15 and October 15.	90% of inspected locations meet requirements.	Periodic and Random Inspection	5% of applicable ELIN	Monthly
C.3.5.5.6	The Contractor shall perform LEVEL II Service Order work.	All work is performed in accordance with the service order.	100% of work performed in accordance with service order.	50% Inspection of Level II service orders	10% of service order cost	Monthly

* Surveillance Frequency may change depending on scope and circumstances as determined by the Government.

** **EXAMPLE (This example also applies to other related sections of the document as applicable):** -The requirement for the Contractor to perform mowing/vegetation control in accordance with Section C.3.5.5.5.2 will be evaluated as follows: The Contractor is required to provide mowing/vegetation control. The AQL is for 95% of inspected areas to be properly maintained. A QAE will inspect a portion of the areas and if it is determined that 95% of the areas are not mowed properly maintained, 5% of the applicable ELIN will be deducted from the Contractor payment.

9. Paved, Gravel and Earth Roads, and Yards (C.3.5.6)

The following table provides the performance standards, AQLs and surveillance methods pertaining to **Paved, Gravel and Earth Roads, and Yards**.

Table 9: Paved Gravel and Earth Roads, and Yards Performance Standards, AQLs, and Surveillance

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency*
C.3.5.6.3.2	The Contractor shall utilize the CMMS to document deficiencies resulting from inspections.	All deficiencies are documented in CMMS.	95% of deficiencies documented in CMMS.	Periodic and Random Inspection	\$500.00 for each deficiency above the AQL.	Monthly
C.3.5.6.3.3	During the month of May, the Contractor shall inspect all surfaced areas and related structures, unpaved roads, parking areas and ancillary structures and and prepare an Inspection Report (see Section J, Attachment J-4, List of Deliverables) .	All areas inspected and Inspection Report documents any issues found.	90% of areas documented in the Inspection Report.	Deliverable Review	150% of applicable ELIN	Single surveillance review of the deliverable
**C.3.5.6.3.4	The Contractor shall grade Unpaved Roads and Parking Areas to level ruts and washes, fill in low areas, and cut down high areas, to achieve the specified grade and slope.	Road maintenance is performed 2 times each year, once in the spring and once in the fall.	90% of unpaved roads properly maintained.	Periodic and Random Inspection	150% of applicable ELIN	Semi-Annual
C.3.5.6.3.4	During the month of May, the Contractor shall inspect all unpaved roads, parking areas and ancillary structures and prepare an Inspection Report (see Section J, Attachment J-4, List of Deliverables) .	All areas inspected and Inspection Report documents any issues found.	90% of areas documented in the Inspection Report.	Deliverable Review	150% of applicable ELIN	Annual
C.3.5.6.3.5	The Contractor shall inspect and repair damaged inlet gratings, clean catch basins, drop inlets, manholes, culverts, inlet headwalls, and exits and similar structures on a regular schedule.	The drainage system is maintained to ensure proper runoff.	90% of inspected locations meet requirements.	Random Inspection	5% of applicable ELIN	Monthly

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency*
C.3.5.6.3.6	The Contractor shall inspect vehicular bridges and provide results of the inspection.	Inspection are performed in accordance with the requirements of 23 <i>CFR</i> § 650.301 bi-annually and documented with an Inspection Report.	90% of areas documented in the Inspection Report.	100% inspection	15% of applicable ELIN	Monthly
C.3.5.6.3.7	The Contractor shall perform vegetation control on areas adjacent to paved, gravel and earth roads, and yards.	Vegetation Control is performed per the requirements of C.3.5.5, Grounds Maintenance.	90% of inspected locations meet requirements.	Random Inspection	5% of applicable ELIN	Monthly
C.3.5.6.4	The Contractor shall perform LEVEL II Service Order work.	All work is performed in accordance with the service order.	100% of work performed in accordance with service order.	50% Inspection of Level II service orders	10% of service order cost	Monthly

* Surveillance Frequency may change depending on scope and circumstances as determined by the Government.

** **EXAMPLE (This example also applies to other related sections of the document as applicable):** The requirement for the Contractor to grade unpaved roads in accordance with Section C.3.5.6.3.4 will be evaluated as follows: The Contractor is required to grade unpaved roads two times each year. The AQL is for 90% of inspected unpaved roads to be properly maintained. A QAE will inspect a portion of the areas and if it is determined that 90% of the unpaved roads are not mowed and properly maintained, 15% of the applicable ELIN will be deducted from the Contractor payment.

10. Snow and Ice Prevention/Removal (C.3.5.7)

The following table provides the performance standards, AQLs and surveillance methods pertaining to **Snow and Ice Prevention/Removal**.

Table 10: Snow and Ice Prevention/Removal Performance Standards, AQLs, and Surveillance

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency*
C.3.5.7.2	The Contractor shall capture all anti-icing and de-icing activities in CMMS, distinguishing between removal and prevention.	All activities are documented in CMMS within 5 days of the completion of the event .	95% of activities documented in CMMS.	Periodic and Random Inspection	\$500.00 for each deficiency above the AQL.	Monthly
C.3.5.7.3	The Contractor shall submit an updated Snow and Ice Removal Plan annually (see Section J, Attachment J-4, List of Deliverables) for review and approval to the Government by August 30th.	The Snow and Ice Removal Plan includes all required information in C.3.5.7.3.	Deliverable provided per schedule and is technically accurate and complete.	100% Inspection	\$500.00 for each business day deliverable is past due date or not technically accurate and complete.	Single surveillance review of deliverable
**C.3.5.7.4	The Contractor shall plow in a manner that does not create a safety hazard and does not obstruct sidewalks, streets, parked vehicles, fire hydrants, refuse dumpsters, obstacles (i.e., water valves, radiological areas, etc.), parking lot entrances, exits, or roadway intersections.	Plowing operations do not create safety hazards or obstruct identified items.	No more than one observed defect and/or no more than two 2 valid customer complaints.	Inspection, Observation, Customer Feedback	\$500.00 for each deficiency above the AQL.	Monthly Dependent on work load
C.3.5.7.5.1	Non-Significant Weather Events: The Contractor shall treat and clear priority areas to maintain safe passage conditions for vehicle and pedestrian traffic.	Priority 1, 2, and 3 areas are free and clear within 4 hours of the completion of the weather event. Remaining areas shall be cleared within 12 hours.	No more than one observed defect and/or no more than two 2 valid customer complaints.	Inspection, Observation, Customer Feedback	\$15,000.00 for each deficiency per event.	Monthly Dependent on work load
C.3.5.7.5.2	Significant Weather Events: The Contractor shall treat and clear priority areas to maintain safe passage conditions for vehicle and pedestrian traffic.	Priority 1, 2, and 3 areas are free and clear within 8 hours of the completion of the weather event. Remaining areas are cleared within 16 hours.	No more than one observed defect and/or no more than two 2 valid customer complaints.	Inspection, Observation, Customer Feedback	\$15,000.00 for each deficiency per event.	Monthly Dependent on work load
C.3.5.7.6	The Contractor shall perform LEVEL II Service Order work.	All work is performed in accordance with the service order.	100% of work performed in accordance with service order.	50% Inspection of Level II service orders	10% of service order cost	Monthly

* Surveillance Frequency may change depending on scope and circumstances as determined by the Government.

**** EXAMPLE (This example also applies to other related sections of the document as applicable):** The requirement for the Contractor to plow in a manner that does not create a safety hazards in accordance with Section C.3.5.7.4 will be evaluated as follows: The Contractor is required to plow snow and ice such that safety [or obstruction](#) hazards are not introduced ~~ded or obstruct other objects~~. The AQL is one observed defect or valid customer complaint. A QAE will inspect a portion of the areas plowed for locations where the plowing was not performed properly. Also, the Contractor or QAE may receive complaint(s) from other site contractors on the plowing method. The complaint(s) will subsequently be determined to be valid or invalid. If it is determined that there is more than one observed defect ~~and or more than 2two~~ valid customer complaints, \$500.00 for each deficiency above the AQL will be deducted from the Contractor payment.

11. Railroad System Maintenance and Repair (C.3.5.8)

The following table provides the performance standards, AQLs and surveillance methods pertaining to **Railroad System Maintenance and Repair**.

Table 11: Railroad System Maintenance and Repair Performance Standards, AQLs, and Surveillance

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency*
C.3.5.8.3.1	The Contractor shall perform inspections of the tracks. The Contractor shall perform inspections on a monthly basis for active track and annually for inactive track. Active track inspections shall occur no more than thirty (30) calendar days and no less than twenty (20) calendar days from last inspection.	Inspections are performed in accordance with Federal Railroad Administration (FRA) Part 213, Class 1, <i>Track Safety Standards</i> .	90% of tracks inspected per schedule appropriate requirements.	Periodic and Random Inspection	5% of applicable ELIN	Monthly
**C.3.5.8.3.1	The Contractor shall inspect rail trestles. The inspections shall be performed annually.	Inspections are performed in accordance with 49 CFR § 213, <i>Track Safety Standards</i> and <i>Manual for Railway Engineering</i> , American Railway Engineering and Maintenance-of-Way Association.	90% of rail trestles inspected per schedule appropriate requirements.	Periodic and Random Inspection	5% of applicable ELIN	Monthly
C.3.5.8.3.1	The Contractor shall advise the Government of all problems discovered with the rail system.	Catastrophic (serious defect) problems (found on rail systems) are to be immediately reported to the Government.	100% of catastrophic problems immediately reported.	Periodic and Random Inspection	\$5,000.00 for each failure	Monthly
C.3.5.8.3.1	The Contractor shall advise the Government of all problems discovered with the rail system.	Critical (potentially serious) problems (found on rail systems) are to be reported to the Government on a daily basis.	100% of critical problems reported daily.	Periodic and Random Inspection	\$5,000.00 for each failure	Monthly
C.3.5.8.3.1	The Contractor shall immediately advise the Government of all significant problems discovered with the rail system.	Significant problems found on rail systems are immediately be reported to the Government.	100% of significant problems immediately reported	Periodic and Random Inspection	\$5,000.00 for each failure	Monthly
C.3.5.8.3.1	The Contractor shall provide the Government a copy of the rail and trestle inspection reports (see Section J, Attachment J-4, List of Deliverables).	Inspection reports are submitted within five (5) business days of completion of inspection.	100% of Inspection Reports submitted on schedule.	Deliverable Review	5% of applicable ELIN	Single surveillance review of the deliverable
C.3.5.8.3.2	For DOE approval, the Contractor shall submit a railroad service schedule within 30 calendar days of the NTP, and updated thereafter when changes are made.	The railroad service schedule includes all required information in C.3.5.8.3.2.	Deliverable provided per schedule and is technically accurate and complete.	100% Inspection	\$500.00 for each business day deliverable is past due date or not technically accurate and complete.	Single surveillance review of deliverable
C.3.5.8.3.2	The Contractor shall perform scheduled work on rail switches.	Rail switches are maintained in accordance with C.3.5.8.3.2.	90% rail switches properly maintained.	Periodic and Random Inspection	5% of applicable ELIN 0	Monthly
C.3.5.8.3.2	The Contractor shall perform scheduled work on railroad trackage.	Rail trackage is maintained in accordance with C.3.5.8.3.2.	90% rail trackage properly maintained.	Periodic and Random Inspection	5% of applicable ELIN	Monthly

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PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency*
C.3.5.8.3.3	The Contractor shall eliminate or control vegetation from areas within and adjacent to trackage where not required for erosion control.	The Contractor maintains ballast areas free of vegetation sixteen (16) feet wide [eight (8) feet each side of center line].	90% of trackage properly maintained.	Random Inspection	2 5% of applicable ELIN	Monthly
C.3.5.8.4	The Contractor shall perform LEVEL II Service Order work.	All work is performed in accordance with the service order.	100% of work performed in accordance with service order.	50% Inspection of Level II service orders	10% of service order cost	Monthly

* Surveillance Frequency may change depending on scope and circumstances as determined by the Government.

** **EXAMPLE (This example also applies to other related sections of the document as applicable):** The requirement for the Contractor to inspect rail trestles in accordance with Section C.3.5.8.3.1 will be evaluated as follows: The Contractor is required to inspect rail trestles annually. The AQL is for 90% of rail trestles to be properly inspected. A QAE will inspect a portion of the records for trestle inspections and if it is determined that less than 90% of the trestles have been inspected, 5% of the applicable ELIN will be deducted from the Contractor payment (until the appropriate inspections are completed).

12. Pest Control Services (C.3.5.9)

The following table provides the performance standards, AQLs and surveillance methods pertaining to **Pest Control Services**.

Table 12: Pest Control Services Performance Standards, AQLs, and Surveillance

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency*
C.3.5.9.3	All work shall be performed by certified individuals.	Evidence of permits and licenses are provided to the Government.	100% of personnel are certified.	Periodic and Random Inspection	\$1,000.00 for each deficiency.	Monthly
C.3.5.9.4	The Contractor shall maintain records of all pest control operations, both chemical and nonchemical, including surveillance.	Records are made available upon request for inspection (see Section J, Attachment J-4, List of Deliverables).	90% of pest control operations have appropriate records maintained.	Periodic and Random Inspection	\$500.00 for each deficiency above the AQL.	Monthly
**C.3.5.9.4 ₅	Labels and safety data sheets for each pesticide proposed to be used shall be submitted to the Government for approval at least fourteen (14) calendar days prior to use (see Section J, Attachment J-4, List of Deliverables).	The Government approves the use of the pesticide prior to use of the pesticide by the contractor.	100% of pesticides approved for use by the Government.	Inspection, Observation,	\$500.00 for each deficiency above the AQL.	Monthly
C.3.5.9.5	All pesticides used by the Contractor shall be registered for the use intended.	Pesticides are registered with the EPA and State of Kentucky for the intended use.	100% of pesticides are registered.	Periodic and Random Inspection	\$1,000.00 for each deficiency.	Monthly
C.3.5.9.5	All pesticides usage shall be in strict conformance with label directions. The Contractor shall maintain a label book of pesticides used.	Label book of pesticides use is readily available for inspection by the Government.	100% of pesticides used are identified in the label book.	Periodic and Random Inspection	\$1,000.00 for each deficiency.	Monthly
C.3.5.9.5	All pesticides, rinse water, and containers shall be disposed of in accordance with label directions. Pesticides, rinse water, and containers shall not be disposed of on the Paducah Gaseous Diffusion Plant site.	All pesticides, rinse water, and containers are disposed off-site.	100% items disposed of off-site.	Periodic and Random Inspection	\$1,000.00 for each deficiency.	Monthly
C.3.5.9.5	Pesticide spills shall be cleaned, decontaminated, and reported to the Government, as required by the Worker Safety and Health Program (WSHP) and applicable environmental standards.	Spills are cleaned, decontaminated, and reported in accordance with Contractor WSHP and applicable environmental standards.	100% spills handled in accordance with Contractor WSHP.	Periodic and Random Inspection	\$1,000.00 for each deficiency.	Monthly
C.3.5.9.6	The Contractor shall develop and implement an Integrated Pest Management Program.	The Pest Management Program incorporates continuous monitoring, record-keeping, and communication to prevent pests and disease vectors from causing unacceptable damage.	No more than one observed defect or valid customer complaint.	Inspection, Observation, Customer Feedback	\$500.00 for each deficiency above the AQL.	Dependent on work load
C.3.5.9.6	The Contractor shall perform an initial inspection of all facilities as stated in Section C.3.5.9.2 Assets for structural and general signs of nuisance pests within 90 calendar days of notice to proceed (NTP).	The findings of each inspection are reported to the Government within 30 calendar days following completion of the inspection.	100% of inspection reports provided to the Government.	Inspection, Observation	\$500.00 for each deficiency per facility.	Monthly

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency*
C.3.5.9.6	Proposed annual service schedules shall be submitted to the Government for approval.	Schedules are submitted within 30 calendar days of initial inspection.	Deliverable provided per schedule.	Deliverable Review	\$500.00 for each business day deliverable is past due date.	Single surveillance review of the deliverable
C.3.5.9.6	The Contractor shall provide pest control services on a scheduled basis for the control of cockroaches, ants, silverfish, spiders, mice, rats, and any other pest native to the Paducah, Kentucky area.	Contractor maintains areas free of infestations.	No more than three observed infestations or valid customer complaints.	Inspection, Observation, Customer Feedback	5% of applicable ELIN	Monthly
C.3.5.9.6	The Contractor shall provide the removal of nuisance animals. The Contractor shall remove all dead or dying rodents or other animals, as needed.	No more than 3 customer requests without Contractor action on requests those are actionable.	No more than one observed defect or valid customer complaint.	Inspection, Observation, Customer Feedback	5% of applicable ELIN	Monthly
C.3.5.9.7	The Contractor shall perform LEVEL II Service Order work.	All work shall is in accordance with the service order.	100% of work performed in accordance with service order.	50% Inspection of Level II service orders	10% of service order cost	Monthly
C.3.5.9.8	The Contractor shall eliminate structural and nuisance pests within 30 calendar days of completion of the initial inspection. After which, facilities shall remain free of any infestation.	No more than 3 customer requests without Contractor action on requests that are actionable.	No more than one observed defect or valid customer complaint.	Inspection, Observation, Customer Feedback	\$500.00 for each deficiency.	Monthly

* Surveillance Frequency may change depending on scope and circumstances as determined by the Government.

** **EXAMPLE (This example also applies to other related sections of the document as applicable):** The requirement for the Contractor to submit pesticide data sheets to the government (for approval prior to use in accordance with Section C.3.5.9.45) will be evaluated as follows: The Contractor is required to submit pesticide data sheets for approval by the Government prior to use. The AQL is for all (100%) pesticides to be approved prior to use. A QAE will inspect pesticides in use and any pesticides found in use that have not been approved by the Government will result in \$500.00 being deducted from the Contractor payment for each occurrence.

13. Records Management and Document Control (C.3.6.)

The following table provides the performance standards, AQLs and surveillance methods pertaining to **Records Management and Document Control**

Table 13: Records Management and Document Control Performance Standards, AQLs and Surveillance

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency*
C.3.6.3	The Contractor shall prepare, revise, submit for DOE approval and execute an approved Records Management Plan (see Section J, Attachment J-4, List of Deliverables).	The Records Management Plan are developed <u>in developed in</u> accordance with 44 U.S.C. 21; 44 U.S.C. 29; 44 U.S.C. 31; 44 U.S.C. 33; 44 U.S.C. 36; 36 <i>CFR</i> Chapter XII, Subchapter B, <i>Records Management</i> ; DOE O 243.1B, <i>“Records Management Program,”</i> and any other DOE requirements as directed by the CO.	Deliverable provided per schedule and is technically accurate and complete.	Deliverable Review	\$500.00 for each <u>business</u> day deliverable is past due date or not technically accurate and complete.	Single surveillance review of the initial deliverable, and annual updates
C.3.6.3.1	The Contractor shall <u>utilize an ERMS for the maintenance and disposition of all records (regardless of media), including electronic and email</u> implement records management controls to ensure that the identification, maintenance and disposition of all records (regardless of media), including electronic and email are managed utilizing an Electronic Records Management System (ERMS) (Documentum or equivalent).	An ERMS is used to manage all records regardless of media. All records are managed in the ERMS regardless of media in accordance with requirements.	95% or and no more than two valid customer complaints (monthly). 100%, no more than zero observed defects and no valid customer complaints	Monthly Progress Report, Periodic and Random Inspections, Customer Feedback	10% of applicable ELIN	Monthly
C.3.6.3.1	<u>The Contractor shall ensure records are properly imported and stored in the ERMS within the appropriate schedule and folder(s). The Contractor shall properly store records in ERMS.</u>	The Contractor <u>shall effectively apply ERMS</u> ensures quality control processes <u>are in place for importing and submittal of records into the ERMS, including but not limited to for electronic records submitted to records management</u> are properly scheduled, scanned to required ppi/dpi, pages per inch, pages are rotated properly, security markings are applied, and images are clear and legible.	Less than 5% error rate <u>and less than 5% backlog.</u>	Monthly Progress Report, Periodic and Random Inspections, Customer Feedback	5% of applicable ELIN	Monthly

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency*
C.3.6.3.1	The Contractor's Monthly Progress Report shall include: 1) Detailed report of monthly ERMS statistics that includes, but is not limited to, the number of folders, records (classified and unclassified), record types (email, electronic, photographs, paper, etc.) and quality assurance records that have been imported into the ERMS by DOE Records Disposition Schedule and number of users. 2) Detailed report documenting the volume of records reviewed, number of pages, issues/errors found and error rate. 3) Detailed report documenting the volume of records imported into ERMS (Documentum or Equivalent), number of pages, issues/errors found and error rate.	Required information is provided in Monthly Progress Report as required in Section C.2.4.1.	Deliverable provided per schedule and is technically accurate and complete.	100% Inspection	\$500.00 for each <u>business business</u> day deliverable is past the due date or not technically accurate and complete.	<u>Single Monthly</u> surveillance review of deliverable
C.3.6.3.2	The Contractor shall develop and implement records management requirements for the creation, maintenance and storage of audiovisual records.	Audiovisual records are stored in accordance with 36 CFR § 1237 and 36 CFR § 1235.42 and any updated National Archives and Records Administration (NARA) requirements/guidance.	100%, no more than zero observed defects and no valid customer complaints <u>95% compliance.</u>	Monthly Progress Report (See C.3.6.3.1 Item 1), Periodic and Random Inspection; Observation; <u>Customer Feedback</u>	5% of applicable ELIN	Monthly
C.3.6.3.3	The Contractor shall prepare, revise, submit for DOE approval, and execute an approved Vital Records Plan and Inventory. (see Section J, Attachment J-4, <u>List of Deliverables</u>)	The Vital Records Plan are is developed in accordance with 36 CFR § 1223, Managing Vital Records, and DOE Order 243.1B, Records Management Program.	Deliverable provided per schedule and is technically accurate and complete.	Deliverable Review	\$500.00 for each <u>business</u> day deliverable is past due date or not technically accurate and complete.	Single surveillance review of the deliverable
<u>C.3.6.3.3</u>	<u>The Contractor shall prepare, revise, and submit to DOE the Vital Records Inventory.</u> (see Section J, Attachment J-4, <u>List of Deliverables</u>)	<u>The Records Inventory is developed and updated in accordance with 36 CFR § 1223, Managing Vital Records, and DOE O 243.1B, Records Management Program.</u>	<u>Submittal contains 100% of requested information.</u>	<u>Inspection, Submittal Review</u>	<u>\$500.00 for each business day deliverable is past due date or not technically accurate and complete.</u>	<u>Annual</u>

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency*
C.3.6.4.1	The Contractor shall incorporate recordkeeping controls into electronic information system the system or export the records into the current ERMS. The Contractor shall design and implement migration strategies to counteract hardware and software dependencies of electronic records whenever the records must be maintained and used beyond the life of the information system in which the records are originally created and captured.	Electronic records are stored in accordance with 36 CFR 1236.	95% compliance or two valid customer complaints (monthly); 100%; no more than zero observed defects and no valid customer complaints	Monthly Progress Report, Periodic and Random Inspections, Customer Feedback	5% of applicable ELIN	Monthly
C.3.6.4.1	The Contractor shall provide a list of all Electronic Information Systems (EIS) to DOE annually, utilizing the format provided by DOE.	Required information is provided in Monthly Progress Report as required in Section C.2.4.	Deliverable provided per schedule and is technically accurate and complete.	Deliverable Review	\$54,000.00 for each deficiency.	Single surveillance review of the deliverable
C.3.6.4.2	The Contractor shall prepare, revise, submit for DOE approval, and execute an approved File Plan, (see Section J, Attachment J-4, List of Deliverables)	The File Plan is developed in accordance with 36 CFR Chapter XII Subchapter B and DOE O 243.1B Records Management Program and is included in the Contractor's Monthly Progress Report. The File Plan is included in the Contractor's Monthly Progress Report.	Deliverable provided per schedule and is technically accurate and complete.	Deliverable Review	\$500.00 for each business day deliverable is past due date or not technically accurate and complete.	Single surveillance review of the deliverable (annual)
C.3.6.4.2	The Contractor shall develop and maintain up-to-date site-wide inventories, site-wide file plan and systems.	The plans and systems provide for the identification, location, arrangement, assignment of disposition authority, and retrieval of all categories (record series) of records created and received.	95% and no more than one observed defect or valid customer complaint	Monthly Progress Report, Periodic and Random Inspections, Customer Feedback	5% of applicable ELIN	Annual/ Monthly
C.3.6.4.2	The Contractor's Monthly Progress Report shall include: 1) Detailed report on site-wide inventories that includes, but is not limited to, the number of employees/subcontractors interviewed and record volumes by type (paper, electronic, etc.) 2) Detailed report on file plan revisions that includes, but is not limited to, new or discontinued disposition authorities.	Required information is provided in Monthly Progress Report as required in Section C.2.4.1.	Deliverable provided per schedule and is technically accurate and complete.	100% Inspection	\$500.00 for each business day deliverable is past the due date or not technically accurate and complete.	Single surveillance review of deliverable

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency*
C.3.6.5	The Contractor shall ensure electronic records received from staff, contractors and subcontractors have been properly scanned, pages rotated, proper markings and are clear and legible and imported into Documentation <u>the ERMS</u> . Records obtained from DOE are scheduled, indexed and processed in paper format.	The Contractors QEA process is implemented for scanned and imported records to ensure electronic records meets NARA requirements and be in accordance with quality control processes.	Less than 3% backlog or two valid customer complaints (monthly) and no more than one observed defect or valid customer complaint	Monthly Progress Report, Periodic and Random Inspections, Customer Feedback	5% of applicable ELIN	Monthly
C.3.6.5.1	The Contractor shall ensure records identified as Quality Assurance records under ANSI/American Society of Mechanical Engineers (ASME) National Quality Assurance (NQA)-1 are categorized (lifetime/non-permanent); managed in accordance with NQA-1 and 36 CFR Chapter XII, Subchapter B; and are maintained for traceability to the applicable item, activity or facility.	Records identified as quality assurance are managed in accordance with NQA-1 and 36 CFR Chapter XII, Subchapter B; and are maintained for traceability to the applicable item, activity or facility.	95% compliance or two valid customer complaints (monthly) 95% and no more than one observed defect or valid customer complaint	Monthly Progress Report (also see C.3.6.3.1 Item 1), Periodic and Random Inspection, Observation, Customer Feedback	5% of applicable ELIN	Monthly
C.3.6.5.1	The Contractor's Monthly Progress Report shall include: Report of quality assurance records assigned to include record description (i.e., Instrument Calibration Records, Technical Qualification Records, etc.), DOE Records Disposition Authority, media and volume.	Required information is provided in Monthly Progress Report as required in Section C.2.4.1.	Deliverable provided per schedule and is technically accurate and complete.	100% Inspection	\$500.00 for each business day deliverable is past the due date or not technically accurate and complete.	Single surveillance review of deliverable
**C.3.6.5.2	Records that contain personal information retrieved by name, or another personal identifier are maintained in Privacy Act Systems of Records.	The Contractor shall ensure records that are maintained in Privacy Act Systems of Records are managed and maintained in accordance with FAR 52.224-2, Privacy Act and DOE O 206.1, DOE Privacy Program, staff are properly trained, and records are properly identified. Privacy Act Systems of Records are managed in accordance with FAR 52.224-2, "Privacy Act" and DOE O 206.1, "DOE Privacy Program."	100%, compliance no more than zero observed defects and no valid customer complaints (breaches).	Monthly Progress Report, Periodic and Random Inspections, Customer Feedback	45% of applicable ELIN	Monthly
C.3.6.5.2	The Contractor's Monthly Progress Report shall include: Report of any breach of privacy information.	Required information is provided in Monthly Progress Report as required in Section C.2.4.1.	Deliverable provided per schedule and is technically accurate and complete.	100% Inspection	\$500.00 for each business day deliverable is past the due date or not technically accurate and complete.	Single surveillance review of deliverable

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency*
C.3.6.5.3	The Contractor shall protect and handle classified information and critical information in accordance with applicable laws, regulations, policies, and directives.	Classified records are handled in accordance with Section C.3.3, Safeguards and Security.	100%, no more than zero observed defects and no valid customer complaints (incidents).	Monthly Progress Report (See C.3.6.3.1 Item 1), Periodic and Random Inspection, Observation, Customer Feedback	5% of applicable ELIN	Monthly
C.3.6.5.4	The Contractor's Monthly Progress Report shall include: Detailed report of monthly statistics that includes, but is not limited to, number of requests received and processed by type (i.e., Freedom of Information Act (FOIA), Privacy Act, Litigation, DOE, internal, etc.), document page count (if applicable) and processing times for each.	Required information is provided in Monthly Progress Report as required in Section C.2.4.1.	Deliverable provided per schedule and is technically accurate and complete.	100% Inspection	\$500.00 for each business day deliverable is past the due date or not technically accurate and complete.	Single surveillance review of deliverable
C.3.6.5.4	The Contractor shall respond to records management data calls by NARA and DOE as requested and process record requests for the FOIA, Privacy Act-PA, Energy Employees Occupational Illness Compensation Program Act, the former worker medical screening program, the Chronic Beryllium Disease Prevention Program, congressional inquiries, legal discoveries and other record requests.	Response to record request are completed as follows: <ul style="list-style-type: none"> FOIA <=10 <u>business</u> days Privacy Act <=10 <u>business</u> days Litigation Requests <= 5 <u>business</u> days Internal / DOE Requests <= <u>482 business hours</u> days 	<u>Less than 1% backlog</u> 98% and <u>one no more than one</u> observed defects or valid customer complaint.	Monthly Progress Report, Inspection, Observation, Customer Feedback	<u>1045</u> of applicable ELIN	Monthly
C. 3.6.5.5	The Contractor shall maintain the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and Resource Conservation and Recovery Act (RCRA) Administrative Record and Information Repository.	The CERCLA and RCRA Administrative Record are maintained in accordance with applicable laws, regulations, policies and directives.	98% and no more than one observed defect or valid customer complaint.	Monthly Progress Report, Periodic and Random Inspections, Customer Feedback	\$500.00 for each deficiency	Monthly
C.3.6.5.5	The Contractor's Monthly Progress Report shall include: Detailed report documenting the Administrative Record and Information Repository that includes, but is not limited to, the number of documents received, processed and processing times.	Required information is provided in Monthly Progress Report as required in Section C.2.4.1.	Deliverable provided per schedule and is technically accurate and complete.	100% Inspection	\$500.00 for each business day deliverable is past the due date or not technically accurate and complete.	Single surveillance review of deliverable

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency*
C.3.6.5.6	The Contractor shall develop and submit to DOE a quarterly six-month forecast schedule for health physics/radiological survey support for site-wide records management activities. (See Section J-4, List of Deliverables).	Deliverable includes forecast for health physics/radiological survey support.	Deliverable provided per schedule and is technically accurate and complete.	Deliverable Review	\$500.00 for each business day deliverable is past the due date or not technically accurate and complete. \$500.00 for each deficiency.	Single surveillance review of the deliverable
C.3.6.5.6	The Contractor's Monthly Progress Report shall include: Detailed report on records management survey statistics that includes, but is not limited to, number of surveys conducted by organization and any backlog.	Required information is provided in Monthly Progress Report as required in Section C.2.4.1.	Deliverable provided per schedule and is technically accurate and complete.	100% Inspection	\$500.00 for each business day deliverable is past the due date or not technically accurate and complete.	Single surveillance review of deliverable
C.3.6.5.7	The Contractor shall ensure historical records, regardless of media, are stored appropriately in accordance with federal laws and DOE regulations for proper preservation and efficient retrieval.	Required volumes of historical paper records are organized, scheduled, indexed, boxed and dispositioned in paper format or current format.	95% and no more than one observed defect or -valid customer complaint.	Monthly Progress Report, Periodic and Random Inspections, Customer Feedback	10% of applicable ELIN	Monthly
C.3.6.5.7	The Contractor's Monthly Progress Report shall include: Detailed report on monthly statistics documenting annual progress for the above record types.	Required information is provided in Monthly Progress Report as required in Section C.2.4.1.	Deliverable provided per schedule and is technically accurate and complete.	100% Inspection	\$500.00 for each business day deliverable is past the due date or not technically accurate and complete.	Single surveillance review of deliverable
C.3.6.6	The Contractor shall ensure proper DOE Records Disposition Schedule assigned, box, index, complete transfer paperwork, and obtain DOE Records Management Field Officer (RMFO) approval prior to sending transfer paperwork and/or shipping inactive temporary records to a FRC and/or permanent records to the NARA.	The Contractor ensures records are dispositioned per the assigned schedule.	98% and no more than one observed defect or valid customer complaint.	Monthly Progress Report, Periodic and Random Inspections, Customer Feedback	5% of applicable ELIN	Monthly
C.3.6.6	The Contractor shall ensure records eligible for destruction are properly dispositioned in a timely manner once litigation moratorium is lifted.	The Contractor completes destruction certificate and submit to DOE RMFO for review and obtaining DOE Legal approvals prior to destruction.	No more than one observed defect or -valid customer complaint.	Monthly Progress Report, Periodic and Random Inspections, Customer Feedback	5% of applicable ELIN	Monthly

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency*
C.3.6.6	For DOE approval, the Contractor shall develop and implement for DOE approval an approved a Records Disposition Plan. (see Section J, Attachment J-4, List of Deliverables)	The Records Disposition Plan shall be developed in accordance with applicable DOE guidance.	Deliverable provided per schedule and is technically accurate and complete.	Deliverable Review	\$500.00 for each business day deliverable is past the due date or not technically accurate and complete. \$51,000.00 for each deficiency.	Single surveillance review of the deliverable
C.3.6.6	The Contractor's Monthly Progress Report shall include: Detailed report on monthly statistics on records disposition activities that includes, but is not limited to, records transferred to the FRC/NARA, records eligible for destruction, and number of boxes destroyed.	Required information is provided in Monthly Progress Report as required in Section C.2.4.1.	Deliverable provided per schedule and is technically accurate and complete.	100% Inspection	\$500.00 for each business day deliverable is past the due date or not technically accurate and complete.	Single surveillance review of deliverable
C.3.6.7	The Contractor shall develop, implement and maintain sound document control systems.	Processes shall ensure efficient tracking, retrieval, revision control and distribution of documents, including drawings drawings.	No more than one observed defect or -valid customer complaint.	Inspection, Observation, Customer Feedback	5% of applicable ELIN	Monthly
C.3.6.7	The Contractor's Monthly Progress Report shall include: Detailed report on document control activities that includes, but is not limited to, new documents, revisions, and retrievals by record type.	Required information is provided in Monthly Progress Report as required in Section C.2.4.1.	Deliverable provided per schedule and is technically accurate and complete.	100% Inspection	\$500.00 for each business day deliverable is past the due date or not technically accurate and complete.	Single surveillance review of deliverable

* Surveillance Frequency may change depending on scope and circumstances as determined by the Government.

** **EXAMPLE (This example also applies to other related sections of the document as applicable): The requirement for the Contractor to properly maintain privacy act systems of records in accordance with Section C.3.6.5.2 will be evaluated as follows: The Contractor is required to properly maintain records containing personnel information. The AQL is for all (100%) privacy act records to be appropriately maintained. A QAE will inspect records and if any privacy act records are found not being maintained appropriately, 35% of the applicable ELIN will be deducted from the Contractor payment.**

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14. Mail Services (C.3.7)

The following table provides the performance standards, AQLs and surveillance methods pertaining to **Mail Services**.

~~Table 13131514: Mail Services Performance Standards, AQLs, and Surveillance~~ **Table 14: Mail Services Performance Standards, AQLs, and Surveillance**

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency*
C.3.7.2	Operate the PGDP central mailroom.	Mailroom is operated on normal business days.	No more than two observed defects or valid customer complaints.	Inspection, Observation, Customer Feedback	\$500.00 for each deficiency above the AQL.	Monthly
C.3.7.2	Collect from a local United States Postal Service Post Office Box and process classified mail for all site contractors and DOE.	Mail is collected from the United States Postal Service Post Office Box and classified mail is correctly processed.	No more than two observed defects or valid customer complaints.	Inspection, Observation, Customer Feedback	\$500.00 for each deficiency above the AQL.	Monthly
**C.3.7.2	Collect and deliver inter-organizational and outgoing U.S. mail twice daily to C-103, DOE Site Office, Monday through Friday. Frank and post all outgoing U.S. mail for DOE by means of the Government postage meter.	Mail is collected and delivered twice daily on normal business days.	No more than two observed defects or valid customer complaints.	Inspection, Observation, Customer Feedback	\$500.00 for each deficiency above the AQL.	Monthly

* Surveillance Frequency may change depending on scope and circumstances as determined by the Government.

** **EXAMPLE (This example also applies to other related sections of the document as applicable):** The requirement for the Contractor to collect and deliver inter-organizational and U.S. mail in accordance with Section C.3.7.2 will be evaluated as follows: The Contractor shall deliver mail twice daily to C-103. The AQL is two observed defects or valid customer complaints. A QAE will monitor the mail delivery. Also, the Contractor or QAE may receive complaints from other site contractors on the mail delivery. The complaint(s) will subsequently be determined to be valid or invalid. If it is determined ~~that~~ there ~~are~~ more than two observed defects or valid customer complaints, \$500.00 for each deficiency above the AQL will be deducted from the Contractor payment.

15. Environmental Information Center Operations (C.3.8)

The following table provides the performance standards, AQLs and surveillance methods pertaining to **Environmental Information Center Operations**.

~~Table 15: Environmental Information Center Operations, AQLs, and Surveillance~~ **Table 1615: Environmental Information Center Operations, AQLs, and Surveillance**

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency [‡]
‡C.3.8.2	Staff the Environmental Information Center (EIC) such that it will be accessible to the public from the hours of 8:00AM until 12:00PM, Monday through Friday.	The EIC is accessible to the public from the hours of 8:00AM until 12:00PM, Monday through Friday.	EIC shall be accessible to the public 100% for the times listed	Periodic and Random inspection	\$500.00 for each deficiency.	Monthly
C.3.8.2	The Contractor shall manage and maintain the DOE EIC Online Document Repository.	Provide the public access to the electronic files in the AR, Post-Decision (PD), and General Reference Compendium (GRC) and hard copy of selected documents which are not available on this website.	No more than three observed defects or valid customer complaints	Inspection; Observation; Customer Feedback	\$500.00 for each additional deficiency above the AQL.	Monthly
C.3.8.2	Documents from other site contractors shall be included in the EIC.	Documents submitted to the EIC are available, complete and legible at the EIC.	100% of documents are complete and legible	Inspection; Observation; Customer Feedback	\$1,000.00 for each additional deficiency above the AQL.	Monthly

~~* Surveillance Frequency may change depending on scope and circumstances as determined by the Government.~~

~~‡ **EXAMPLE (This example also applies to other related sections of the document as applicable):** The requirement for the Contractor to staff the EIC in accordance with Section C.3.8.2 will be evaluated as follows: The Contractor shall staff the EIC such that it will be accessible to the public from the hours of 8:00 AM until 12:00 PM, Monday through Friday. The AQL is the EIC is accessible to the public 100% of the time. A QAE will monitor the accessibility of the EIC. If it is determined that the EIC is not accessible to the public 100% of the time, \$500 for each deficiency above the AQL will be deducted from the Contractor payment.~~

1615. Training Services (C.3.9)

The following table provides the performance standards, AQLs and surveillance methods pertaining to **Training Services**.

~~Table 1716~~ **Table 1515146: Training Services Performance Standards, AQLs, and Surveillance: Training Services Performance Standards, AQLs, and Surveillance**

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency*
C.3.9.2	The Contractor shall provide the delivery of the training courses listed in Attachment J-8.C.3.9.1, and provide site access training qualification records and cards.	Training qualification records and site access cards are provided in a timely manner.	No more than two observed defects or valid customer complaints.	Customer feedback, Periodic Inspection	\$500.00 for each additional deficiency above the AQL.	Monthly
C.3.9.3	The Contractor shall provide the training courses to ensure compliance with applicable environmental health and safety laws and regulations.	Training courses ensure compliance with environmental health and safety laws and regulation.	No more than two observed defects or valid customer complaints.	Customer feedback, Periodic Inspection	\$500.00 for each additional deficiency above the AQL.	Monthly
C.3.9.3	Training classes will be coordinated with other site contractors and tailored to the PGDP site activities.	Training courses are coordinated with other site contractors.	No more than two observed defects or valid customer complaints.	Customer feedback, Periodic Inspection	\$500.00 for each additional deficiency above the AQL.	Monthly
C.3.9.3	The Contractor shall coordinate with other site contractors to consolidate training modules, where practicable. The Contractor shall review course content quarterly, and revise/update as necessary to meet current requirements and site conditions.	Training courses are consolidated where practicable are revised as needed to meet current requirements.	No more than two observed defects or valid customer complaints.	Customer feedback, Periodic Inspection	\$500.00 for each additional deficiency above the AQL.	Monthly
C.3.9.4	The Contractor shall develop a training schedule for site specific courses listed in Section C.3.9.2, Requirement.	Schedule includes all training courses listed in Section C.3.9.2.	<u>Deliverable provided per schedule and is technically accurate and complete. Deliverable contains 100% of requested information.</u>	<u>100% Inspection</u>	<u>\$500.00 for each business day deliverable is past the due date or not technically accurate and complete. \$5,000.00 for each deficiency.</u>	<u>Single surveillance review of deliverable. Single surveillance review of the deliverable.</u>
**C.3.9.4	Personnel are notified of pending training needs prior to expiration of requisite training certifications.	Personnel are notified a minimum of 30 calendar days prior to expiration of training.	No more than two observed defects or valid customer complaints.	Customer feedback, Periodic Inspection	\$500.00 for each additional deficiency above the AQL.	Monthly
C.3.9.4	Companies are notified their employee has not completed the requisite training and is to be placed on restrictions from general site access.	Companies are notified of a training non-compliance upon individual not completing the requisite training by the required completion date.	No more than two observed defects or valid customer complaints.	Customer feedback, Periodic Inspection	\$500.00 for each additional deficiency above the AQL.	Monthly

* Surveillance Frequency may change depending on scope and circumstances as determined by the Government.

**** EXAMPLE (This example also applies to other related sections of the document as applicable):** The requirement for the Contractor to notify personnel of pending training needs in accordance with Section C.3.9.4 will be evaluated as follows: The Contractor shall notify personnel 30 calendar days prior to training expiring. The AQL is two observed defects or valid customer complaints. A QAE may inspect the training system. Also, the Contractor or QAE may receive complaint(s) from other site contractors on the mail delivery. The complaint(s) will subsequently be determined to be valid or invalid. If it is determined that there is more than two observed defects or valid customer complaints, \$500.00 for each deficiency above the AQL will be deducted from the Contractor payment.

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1716. On-Site Fuel Station (C.3.10)

The following table provides the performance standards, AQLs and surveillance methods pertaining to **On-Site Fuel Station**.

~~Table 1817: On Site Fuel Station Performance Standards, AQLs, and Surveillance~~ Table 161617: On-Site Fuel Station Performance Standards, AQLs, and Surveillance

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency*
**C.3.10	Contractor provides refueling capability through both the on-site fueling stations to PGDP(C-752-B). <u>both the on-site fueling stations to PGDP(C-752-B).</u>	The refueling station is available 24 hours per day, 7 days per week.	Fuel station 95% operational.	Observation and Inspection.	\$50 per hour station is unavailable for unscheduled /unexpected maintenance above the AQL.	Monthly

* Surveillance Frequency may change depending on scope and circumstances as determined by the Government.

** **EXAMPLE (This example also applies to other related sections of the document as applicable):** The requirement for the Contractor to provide refueling capability in accordance with Section C.3.10 will be evaluated as follows: The Contractor maintain the refueling station in an operating condition 24 hours per day, 7 days per week. The AQL is for the fuel station to be operating 95% of the time. A QAE will monitor the refueling station availability. If it is determined that the refueling station is operating less than 95% of the time, \$50 per hour the station is unavailable above the AQL will be deducted from the Contractor payment.

187. Safeguards and Security (C.3.3)

The following table provides the performance standards, AQLs and surveillance methods pertaining to **Safeguards and Security**. Stated deductions will be applicable and will commence at the time the corrective actions deficiencies are identified (e.g., the date of the finding) and will continue monthly until the corrective actions are satisfactorily closed/implemented (i.e., as demonstrated by closure of the finding and subsequent validation by DOE).

~~Table 1918: Safeguards and Security Performance Standards, AQLs, and Surveillance~~ Table 17471748: Safeguards and Security Performance Standards, AQLs, and Surveillance

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency*
C.3.3.1	Program Management Operations in accordance with Security Program requirements as defined in the eContract.	Ratings from DOE surveys, assessments, and/or surveillances are Satisfactory or higher.	Satisfactory Rating.	DOE Surveys, DOE Assessments, and/or DOE Surveillances	10% of applicable ELIN until corrective action <u>has been satisfactorily implemented (as demonstrated by DOE validation).</u>	Monthly
C.3.3.1	Program Management Operations in accordance with Security Program requirements as defined in the eContract.	Deliverables contain required information listed in Attachment J-4 – List of Deliverables for Section C.3.3.1 and subsections.	Deliverable provided per schedule and is technically accurate and complete.	Review, approval and/or concurrence of deliverables	\$500.00 for each business day deliverable is past the due date or not technically accurate and complete.	Monthly
C.3.3.2	Protective Force in accordance with Security Program requirements as defined in the eContract.	Ratings from DOE surveys, assessments, and/or surveillances are Satisfactory or higher.	Satisfactory Rating.	DOE Surveys, DOE Assessments, and/or DOE Surveillances	1% of applicable ELIN until corrective action <u>has been satisfactorily implemented (as demonstrated by DOE validation).</u> received DOE validation.	Monthly

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency*
C.3.3.2	Protective Force in accordance with Security Program requirements as defined in the eContract.	Deliverables contain required information listed in Attachment J-4 – List of Deliverables for Section C.3.3.2 and subsections.	Deliverable provided per schedule and is technically accurate and complete.	Review, approval and/or concurrence of deliverables	\$500.00 for each business day deliverable is past the due date or not technically accurate and complete.	Monthly
C.3.3.3	Physical Protection in accordance with Security Program requirements as defined in the eContract.	Ratings from DOE surveys, assessments, and/or surveillances are Satisfactory or higher.	Satisfactory Rating.	DOE Surveys, DOE Assessments, and/or DOE Surveillances	10% of applicable ELIN until corrective action has been satisfactorily implemented (as demonstrated by DOE validation).received-DOE validation.	Monthly
C.3.3.3	Physical Protection in accordance with Security Program requirements as defined in the eContract.	Deliverables contain required information listed in Attachment J-4 – List of Deliverables for Section C.3.3.3 and subsections.	Deliverable provided per schedule and is technically accurate and complete.	Review, approval and/or concurrence of deliverables	\$500.00 for each business day deliverable is past the due date or not technically accurate and complete.	Monthly
C.3.3.4	Information Security in accordance with Security Program requirements as defined in the eContract.	Ratings from DOE surveys, assessments, and/or surveillances are Satisfactory or higher.	Satisfactory Rating.	DOE Surveys, DOE Assessments, and/or DOE Surveillances	10% of applicable ELIN until corrective action has been satisfactorily implemented (as demonstrated by DOE validation).received-DOE validation.	Monthly
C.3.3.4	Information Security in accordance with Security Program requirements as defined in the eContract.	Deliverables contain required information listed in Attachment J-4 – List of Deliverables for Section C.3.3.4 and subsections.	Deliverable provided per schedule and is technically accurate and complete.	Review, approval and/or concurrence of deliverables	\$500.00 for each business day deliverable is past the due date or not technically accurate and complete.	Monthly

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency*
**C.3.3.5	Personnel Security in accordance with Security Program requirements as defined in the eContract.	Ratings from DOE surveys, assessments, and/or surveillances are Satisfactory or higher.	Satisfactory Rating.	DOE Surveys, DOE Assessments, and/or DOE Surveillances	10% of applicable ELIN until corrective action has been satisfactorily implemented (as demonstrated by DOE validation) . received-DOE validation.	Monthly
C.3.3.5	Personnel Security in accordance with Security Program requirements as defined in the eContract.	Deliverables contain required information listed in Attachment J-4 – List of Deliverables for Section C.3.3.5 and subsections.	Deliverable provided per schedule and is technically accurate and complete.	Review, approval and/or concurrence of deliverables	\$500.00 for each business day deliverable is past the due date or not technically accurate and complete.	Monthly
C.3.3.6	Material Controls & Accountability in accordance with Security Program requirements as defined in the eContract.	Ratings from DOE surveys, assessments, and/or surveillances are Satisfactory or higher.	Satisfactory Rating.	DOE Surveys, DOE Assessments, and/or DOE Surveillances	1% of applicable ELIN until corrective action has been satisfactorily implemented (as demonstrated by DOE validation) . received-DOE validation.	Monthly
C.3.3.6	Material Controls & Accountability in accordance with Security Program requirements as defined in the eContract.	Deliverables contain required information listed in Attachment J-4 – List of Deliverables for Section C.3.3.6 and subsections.	Deliverable provided per schedule and is technically accurate and complete.	Review, approval and/or concurrence of deliverables	\$500.00 for each business day deliverable is past the due date or not technically accurate and complete.	Monthly

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency*
C.3.3.7	Foreign Visits & Assignments in accordance with Security Program requirements as defined in the eContract.	Ratings from DOE surveys, assessments, and/or surveillances are Satisfactory or higher.	Satisfactory Rating.	DOE Surveys, DOE Assessments, and/or DOE Surveillances	10% of applicable ELIN until corrective action has been satisfactorily implemented (as demonstrated by DOE validation), received-DOE validation.	Monthly
C.3.3.7	Foreign Visits & Assignments in accordance with Security Program requirements as defined in the eContract.	Deliverables contain required information listed in Attachment J-4 – List of Deliverables for Section C.3.3.7 and subsections.	Deliverable provided per schedule and is technically accurate and complete.	Review, approval and/or concurrence of deliverables	\$500.00 for each business day deliverable is past the due date or not technically accurate and complete.	Monthly
Other Factors:		Deduction (Impact on Contractor Payments)				
***Security Enforcement Action		100% of applicable ELIN 1 Month and 50% of applicable ELIN for each month thereafter until the Corrective Action Plan is complete and all actions closed.				
Other Security Items as Deemed by the Secretary of Energy or Assistant Secretary		100% of applicable ELIN				

* Surveillance Frequency may change depending on scope and circumstances as determined by the Government.

** **EXAMPLE (This example also applies to other related sections of the document as applicable):** The requirement for the Contractor to maintain Personnel Security in accordance with Section C.3.3.5 will be evaluated as follows: The Contractor shall undergo DOE surveys, assessments, and surveillances. The AQL is to maintain a satisfactory rating for the surveys, assessments, or surveillance. If the ratings from these surveys, assessments, or surveillances are below satisfactory, 10% of the ELIN will be deducted from the Contractor payment each month until outstanding corrective actions are resolved.

*** A violation of the provisions of the CRD relating to the safeguarding or security of Restricted Data or other classified information may result in an additional civil penalty pursuant to subsection a of section 234B of the Atomic Energy Act (42 U.S.C. Section 2282b). The procedures for the assessment of civil penalties are set forth in Title 10, CFR, Part 824, *Procedural Rules for the Assessment of Civil Penalties for Classified Information Security Violations*.

198. Cyber Security (C.3.4)

The following table provides the performance standards, AQLs and surveillance methods pertaining to **Cyber Security**.

Table 181818192019: Cyber Security Performance Standards, AQLs, and Surveillance

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency*
C.3.4.1.1	The contractor shall submit a detailed report of Cyber Security Incidents monthly (see Section J, Attachment J-4, List of Deliverables).	The monthly progress report includes a detailed report of Cyber Security Incidents.	Deliverable provided per schedule and is technically accurate and complete.	100% Inspection of deliverable	5% of applicable ELIN	Monthly
**C.3.4.1.1	The contractor shall submit a detailed report of all controlled article passes issued (see Section J, Attachment J-4, List of Deliverables).	The monthly progress report includes a detailed report of all controlled article passes issued.	Deliverable provided per schedule and is technically accurate and complete.	100% Inspection of deliverable	5% of applicable ELIN	Monthly
C.3.4.1.2	The Contractor shall comply with the Cyber Security requirements as specified in DOE O 205.1B, <i>Department of Energy Cyber Security Program</i> , the applicable DOE Risk Management Approach Implementation Plan (RMAIP), all current versions of applicable NIST Special Publications (SP) and the Committee on National Security Systems (CNSS) 1253.	Cyber security requirements from identified sources are implemented.	95% of applicable requirements met.	100% Inspection of deliverable	15% of applicable ELIN	Annual
C.3.4.1.3	The Contractor shall develop, implement and maintain a System Security Plan (see Section J, Attachment J-4, List of Deliverables) consistent with the Site Security Plan, to be coordinated with the other Paducah site contractors Deactivation contractor and its subcontractors , and submit System Security Plan annually.	The System Security Plan is compliant with the requirements of DOE O 205.1B.	Deliverable provided per schedule and is technically accurate and complete.	100% Inspection of deliverable	10% of applicable ELIN	Annual
C.3.4.1.3	The Contractor shall Complete a 100% Cyber Security self-assessment annually (see Section J, Attachment J-4, List of Deliverables).	The Cyber Security Assessment is based on the current revision of NIST SP 800-53.	Assessment covers 100% of recommended topics.	100% Inspection of deliverable	15% of applicable ELIN	Annual
C.3.4.1.5	All Cyber Security and IT personnel who have Incident Response (IR) and Contingency Planning (CP) responsibilities shall have a DOE Q clearance. Section J, Attachment J-8.C.2.1.	All required personnel possess a DOE Q clearance.	100% of required personnel have DOE Q clearance.	Periodic and Random Inspection	\$1,000.00 for each deficiency.	Monthly

* Surveillance Frequency may change depending on scope and circumstances as determined by the Government.

** **EXAMPLE (This example also applies to other related sections of the document as applicable):** The requirement for a controlled article pass deliverable in accordance with Section C.3.4.1.1 will be evaluated as follows: The deliverable shall be submitted to the government monthly. The AQL is for the deliverable to contain all the requested information. The Government or a QAE will review the deliverable for the required information. If it is determined that the deliverable does not contain all the required information, 5% of the applicable ELIN will be deducted from the Contractor payment.

2019. Contract Closeout (C.3.12)

The following table provides the performance standards, AQLs and surveillance methods pertaining to **Contract Closeout**.

Table 191919202120: Contract Closeout Performance Standards, AQLs, and Surveillance

PWS Section	Requirement	Performance Standard	Minimum Acceptable Quality Level (AQL)	Surveillance Method	Deduction (Impact on Contractor Payments)	Surveillance Frequency
C.3.12	The Contractor shall provide all necessary support for a smooth Contract transition at the end of the Contract period.	The Contractor provides support for and effective and efficient closeout of the eContract.	100%	Customer Feedback, Observation, Inspection.	Associated values for contract remedies	At contract closeout
C.3.12	Six (6) months prior to the expiration of the Contract period (upon CO direction), the Contractor shall submit a Contract Close-out Plan (see Section J, Attachment J-4, List of Deliverables) to DOE for review and approval.	The Contract Close-out Plan includes all remaining administrative matters necessary to effectively and efficiently closeout the eContract.	Deliverable contains 100% of requested information.	100% Inspection	Associated values for contract remedies	At contract closeout

**APPENDIX B:
CONTRACTOR EVALUATION REPORT**

CONTRACTOR EVALUATION REPORT			1. EVALUATION REPORT NUMBER	
2. TO: <i>(Contractor and Manager Name)</i>		3. FROM: <i>(Name of COR)</i>		
DATES				
PREPARED	ORAL NOTIFICATION	RETURNED BY CONTRACTOR	ACTION COMPLETE	
4. EVALUATION ISSDISCREPANCY OR PROBLEMUE <i>(Describe in Detail. Include PWS references. Attach Continuation Sheet if Necessary.)</i>				
5. SIGNATURE OF COR				
6. TO: <i>(Name of COR)</i>		7. FROM: <i>(Contractor)</i>		
8. CONTRACTOR RESPONSE AS TO CAUSE, EFFECT, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. <i>(Attach Continuation Sheet if necessary. Cite applicable Contractor QC program procedures or new QC procedures.)</i>				
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE		10. DATE		
11. GOVERNMENT EVALUATION <i>(Acceptance, partial acceptance, or rejection. Attach Coordination Sheet if necessary.)</i>				
12. GOVERNMENT ACTIONS <i>(CReduced payment, cure notice, show cause, other.)</i>				
CLOSE OUT				
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	METHOD OF ACKNOWLEDGEMENT <i>(Email, Ltr)</i>	DATE
QAE				
COR				

**APPENDIX C:
CUSTOMER FEEDBACK RECORD**

CUSTOMER FEEDBACK RECORD	
DATE AND TIME OF FEEDBACK	
ORGANIZATION	SOURCE OF FEEDBACK
INDIVIDUAL	
NATURE OF FEEDBACK	
PWS REFERENCE	
VALIDATION	
DATE AND TIME SERVICE PROVIDER INFORMED OF FEEDBACK	NAME OF Contractor REPRESENTATIVE INFORMED OF FEEDBACK
ACTION TAKEN BY SERVICE PROVIDER (<i>Responsible officer</i>)	
RECEIVED AND VALIDATED BY	
Determination: Complaint Valid <input type="checkbox"/> Complaint Invalid <input type="checkbox"/>	

**APPENDIX D:
SAMPLING GUIDE/INSPECTION CHECKLIST**

SERVICE FUNCTION: _____

PWS SECTION: _____

NOTE: S = Satisfactory Performance M = Marginal Performance U = Unsatisfactory Performance
 N/A = Not Applicable

1	Method of Surveillance:			
2	Lot Size:			
3	Sample Size:			
4	Performance Requirement: Performance is satisfactory (S) when _____ or fewer defects are discovered per month. Performance is marginal (M) when _____ or fewer defects are discovered per month. Performance is unsatisfactory (U) when _____ or more defects are discovered per month.			
5	Sampling Procedure: Instructions on how to select the sample must be clear and complete			
6	Inspection Procedure: The procedure must be detailed enough to allow a yes/no objective decision as to the acceptability of performance by anyone making the inspection. Explain when evaluation is to occur and what is acceptable/unacceptable			
		Performance: Satisfactory (S), Marginal (M), Unsatisfactory (U), Not Applicable (N/A)		
	PRS Requirements	Timeliness	Quality of Work	Notes
	Overall Rating Of Inspection (S, M, U, or N/A)			

Inspector Comments: _____

Contractor Signature: _____ Date: _____

QAE Signature: _____ Date: _____