Part I – The Schedule

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

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

The Contractor shall provide the requested services, within the minimum and maximum quantities as specified in Section B.3 below, on a schedule to be specified by the Government in accordance with the contract clause entitled, Task Ordering Procedure.

B.2 Type of Contract

This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract under which Firm-Fixed-Price (FFP) and/or Cost Reimbursement (CR) Task Orders may be issued. The preference under this Contract is for the issuance of Cost-Plus-Incentive-Fee (CPIF) and FFP Task Orders. Task Orders issued under this Contract will define objective performance criteria, as applicable.

### Table B-1. Master IDIQ Contract CLIN Structure

<table>
<thead>
<tr>
<th>CLIN</th>
<th>CLIN Title</th>
<th>Maximum Value of Services</th>
<th>Contract Ordering Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>00001</td>
<td>Tank Closure Contract</td>
<td>$13.0B</td>
<td>10 years from the effective date of contract.</td>
</tr>
</tbody>
</table>

B = Billion  
CLIN = Contract Line Item Number  
IDIQ = Indefinite Delivery/Indefinite Quantity

Each Task Order issued under this Contract will include the requisite clause depending on the associated Task Order type (including, but not limited to, the following clauses (a) through (d)). Fill-ins will be completed at the Task Order level.

(a) DOE-B-2002, Cost-Plus-Award-Fee Contract: Total Estimated Cost and Award Fee (Oct 2014) (Revised)

1. This is a Cost-Plus-Award-Fee type of contract. The total estimated cost and award fee are as follows:

   Total Estimated Cost: [insert total estimated cost]
   
   Maximum award fee: [insert maximum award fee]

2. The Total Estimated Cost and Fee of the Contract, and/or the Total Estimated Cost and Fee of the Contract Line Items, is as follows:

   [insert, if any, line item nos. and associated amounts for cost and fee]

3. Payment of fee will be made in accordance with [insert instructions for fee payment or title of applicable contract clause addressing payment].
(b) DOE-B-2003, Cost-Plus-Incentive-Fee Contract: Total Estimated Cost and Incentive Fee (Oct 2014)

1. This is a Cost-Plus-Incentive-Fee type contract. In accordance with the clause at FAR 52.216-10, *Incentive Fee*, the target cost, target fee, maximum and minimum fees, and the target fee increase and decrease ratios for this Contract are shown below:
   - Target Cost: [insert target cost]
   - Target Fee: [insert target fee]
   - Maximum Fee: [insert maximum fee]
   - Minimum Fee: [insert minimum fee]
   - Target Fee Increase Ratio: [insert amount] Cents/Dollar Less Than Target Cost
   - Target Fee Decrease Ratio: [insert amount] Cents/Dollar More Than Target Cost

2. The target cost, target fee, minimum and maximum fee, and target fee increase/decrease ratios are applicable to the following Contract Line Items:

3. Payment of fee shall be made in accordance with the clause at FAR 52.216-10, *Incentive Fee*, and the clause in the Contract entitled [insert applicable clause addressing fee payment in addition to FAR clause].

(c) DOE-B-2004, Cost-No Fee Contract: Total Estimated Cost (Oct 2014)

1. This is a Cost-No Fee type contract. In accordance with the clause at FAR 52.216-11, *Cost Contract-No Fee*, the total estimated cost for this Contract is as follows:
   - Total Estimated Cost: [insert total estimated cost]

2. The Total Estimated Cost of the Contract, and/or the Total Estimated Cost of the Contract Line Items, is as follows:

(d) DOE-B-2006, Firm-Fixed-Price Contract (Oct 2014)

1. This is a FFP type contract. The Contractor shall provide the following [insert “supplies” or “services,” as applicable] at the fixed unit prices specified:

2. Payments of the fixed unit prices and the total contract price will be made in accordance with [insert instructions for payment or title of applicable contract clause addressing payment].
B.3  **Task Order** Contract Minimum and Maximum Value of Services

(a) The guaranteed minimum value of services to be ordered as required by Section I, FAR 52.216-22, *Indefinite Quantity*, is $500,000.

(b) The estimated maximum value of services to be ordered as required by Section I, FAR 52.216-22, *Indefinite Quantity*, is $13.0B.

(c) All **Task Orders** issued under this Contract count towards the estimated maximum value of $13.0B, and the total cumulative value of the **Task Orders** issued shall not exceed the contract estimated maximum value.

B.4 DOE-B-2013 Obligation of Funds (Oct 2014) *(Applies to CR Task Orders only)*

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

To be determined on a **Task Order** basis.

B.5 DOE-B-2015 Task Order Fee Ceiling (Oct 2014) *(Revised) Applies to CR Task Orders only*

(a) The fee amount, specified as a percentage, is up to 15 percent for CR **Task Orders** and shall serve as the fee ceiling for all CR **Task Orders** issued under the Contract.

(b) The fee amount (or target fee) for each **Task Order** will be negotiated and established in each individual **Task Order** based on risk and complexity. The Contractor may propose whatever fee amount it determines appropriate for the individual **Task Order**, within the fee percentage ceiling for CR **Task Orders**, as specified above. There is no base fee available under this Contract.

(c) The fee ceiling percentage shall at no time exceed any statutory limitations imposed by 10 U.S.C. 2306(d), 41 U.S.C. 3905, and FAR 15.404-4(c)(4)(i).

B.6 Funding Profile

The planned funding profile per the Government Fiscal Year is shown below *(Table B-2)*. Funding is subject to Congressional and Departmental funding authorization.
B.7 Allowability of Subcontractor Fee (Applies to CR Task Orders only)

(a) If the Contractor has formed and performs the Contract as a teaming arrangement, as defined in FAR 9.601(1) and (2), Contractor Team Arrangements, the team shall share in the total fee for underlying Task Orders. Separate, additional, subcontractor fee is not an allowable cost under Task Orders for individual team members, or for a subcontractor, supplier, or lower-tier subcontractor that is a wholly-owned, a majority-owned, or an affiliate entity of any team member.

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

B.8 Small Business Subcontracting Fee Reduction

For the purpose of implementing this Clause, the percentage goals established in the separate subcontracting goals submitted at the Task Order level will remain in effect for the duration of the Task Order period of performance.

(a) The Contractor’s performance in meeting small business performance percentage goals in accordance with the Section H Clause entitled, Subcontracted Work, and the Contractor’s separate subcontracting goals submitted at the Task Order level and required Mentor-Protégé Agreements will be evaluated annually.

(b) If the Contractor has not met any or all of the subcontracting goals and the number of required Mentor-Protégé Agreements, and/or has failed to provide meaningful work for small businesses, the Contracting Officer (CO) may reduce the fee by up to 10 percent (CR Task Orders) or Task Order price up to 2 percent (FFP Task Orders) for applicable Task Orders depending on the nature and magnitude of the failure.
B.9 Basis for Changes

The Contractor is responsible for total performance of Task Orders issued under this Contract, including its specific technical approach and methods to perform the Task Order PWS, including End States (if applicable). The Contractor is responsible for examining available information, such as drawings and designs, photographs, regulatory documents, and other documents in developing its approach and estimated pricing for individual Task Orders. For all work within the control of the Contractor, the consequences of any adverse Contractor work performance, and the consequences of any regulatory actions in response to adverse Contractor work performance, shall not be a basis for equitable adjustment. As applicable, Task Orders issued under this Contract shall clearly identify the risk ownership for both the Government and the Contractor such that contract changes are minimized to the extent practicable.

B.10 Other Costs and Projects

Other Costs and Projects will be authorized under Task Orders issued by the CO in accordance with the Section H Clause entitled, Task Ordering Procedure, to reflect the approved amounts for work authorized. This work is done under a Request for Services (RFS). A RFS is completed on a case-by-case basis, and the Contractor may or may not receive fee depending on the arrangement for each individual request. Any RFS fee will be determined based on mutual agreement between the U.S. Department of Energy (DOE) and the Contractor.

B.11 Conditional Payment of Fee - DOE Performance Criteria/Requirements

This Clause supplements the Section I Clause DEAR 970.5215-3, Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts, by establishing Site-specific Environmental, Safety, Health, and Quality (ESH&Q) and security performance criteria/requirements. Performance failures relating to the performance criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3. Site-specific performance criteria/requirements for ESH&Q and Safeguards and Security (SAS) are as follows:

(a) ESH&Q:

(1) First Degree: Performance failures relating to the criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3.

(2) Second Degree: Performance failures relating to the criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3.

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

(i) Multiple similar non-compliances identified by external oversight (e.g., Federal) that in the aggregate indicate a significant programmatic breakdown.

(ii) Non-compliances or adverse performance trends that either have or may have significant negative impact to the public, worker, or environment or that indicate a significant programmatic breakdown.
(iii) Failure to notify the CO upon discovery of events or conditions where notification is required by the terms and conditions of the Contract.

(iv) Failure to report required data accurately and within required timeframes (e.g., within 24 hours of incident).

(b) SAS:

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

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

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

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

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

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

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

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

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

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

(i) Theft, loss, diversion, or unauthorized disclosure of information classified as Confidential.

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

(iii) Inventory differences of Category IV SNM beyond alarm limits where there is no evidence that the difference is created by theft, loss, or diversion.
(iv) Theft, loss, or diversion of Category IV quantities of SNM that is due to a failure or inadequacy of performance by the Contractor.

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

(vi) Receipt of any topical area rating of Unsatisfactory on any DOE SAS survey, audit, and/or inspection.

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

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

B.12 Provisional Payment of Fee (Oct 2013) (Revised) (Applies to CR Task Orders only)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) If the Contractor fails to return the provisionally paid fee within 30 days of the CO’s determination, the Government, in addition to all other rights that accrue to the Government and all other consequences for the Contractor due to the Contractor’s failure, may deduct the amount of the provisionally paid fee from: amounts it owes under invoices; amounts it would otherwise authorize the Contractor to draw down under a letter of credit; or any other amount it owes the Contractor for payment, financing, or other obligation.

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

(i) Provisional fee is provided for under a Task Order and the CO determines the Contractor has met all of the other applicable terms and conditions in both the Task Order(s) and the Master IDIQ. Contract and the Contractor has accomplished established incentive(s) under the Task Order(s), the Contractor is authorized to submit a voucher requesting provisional fee payment not more often than once per calendar quarter, at an equal percentage of 50 percent of the target and/or available fee for the Task Order, pending satisfactory performance.

B.13 Limitation of Government’s Obligation (Applies to FFP Task Orders only)

(a) This Contract’s fixed-price Task Orders issued under Contract Line Item Number (CLIN) 00001 have traditional Federal Acquisition Regulation fixed prices and contract terms and conditions, with the exceptions that fixed-price Task Orders issued under CLIN 00001 may be incrementally funded, and
if a CLIN or Task Order is incrementally funded, in the event of termination before it is fully funded, the Government’s maximum liability for the CLIN or Task Order will be the lower of the amount of funds allotted to the CLIN or Task Order or the amount payable to the Contractor per the Termination for Convenience (Fixed-Price) clause of this Contract. For each CLIN or Task Order there is:

1. A fixed price for the action;
2. A fixed amount of work that corresponds to the fixed price;
3. A planned funding schedule that corresponds to the fixed price and the fixed amount of work;
4. No Government obligation to the Contractor until the Government allots funds to the contract for the action;
5. If the Government allots funds, a maximum Government obligation, including any termination obligations, to the Contractor equal to the allotted funds; and
6. An obligation that the Government will pay the Contractor for the work the Contractor performs for which funds were allotted based on the price of the work performed, not the costs the Contractor actually incurs.

(b) For each CLIN or Task Order:

1. The Government’s maximum obligation, including any termination obligations and obligations under change orders, equitable adjustments, or unilateral or bilateral contract modifications, at any time is always less than or equal to the total amount of funds allotted by the Government to the Contract for the CLIN or Task Order;
2. The Contractor explicitly agrees it reflected (that is, included or could have included an additional amount) in its offered price and in the subsequent negotiated fixed price for each of the fixed-price CLINs or Task Orders included in this Contract:
   (i) The added complexity, challenges, and risks (including all risks, costs or otherwise, associated with termination as articulated in this Clause) to which the Contractor is subject due to the incremental funding arrangement established in this Clause; and
   (ii) The specific risk that in the event of termination of an incrementally funded CLIN or Task Order before the CLIN or Task Order is fully funded, the Contractor could receive less than the Termination for Convenience (Fixed-Price) clause of this Contract would allow. The maximum Government obligation for a fixed-price CLIN or Task Order is the allotted funds for the CLIN or Task Order, as a result the Contractor will receive the lower of the allotted funds or what the Termination for Convenience (Fixed-Price) clause of this Contract would allow.
3. The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, which is the price of the services the allotted funds cover, equals the total amount allotted to the Contract for the services:
4. If funds become available and the Government’s need continues, the Government will allot funds periodically to the CLIN or Task Order, the Contractor will provide a fixed amount of work for the funds allotted, and the Government will pay the Contractor based on the price of the fixed amount of work. The Government will not pay the Contractor based on the costs the Contractor incurs in performing the work; and
5. The Contractor agrees to provide the fixed amount of work for the fixed price identified in the Contract’s Section B, Supplies or Services and Prices/Costs, and in accordance with the delivery
schedule identified in the Contract’s Section F, Deliveries or Performance, provided the
Government provides the funding per or earlier than the Planned Funding Schedule in paragraph
(n) of this Clause. At any time, the cumulative amount of funds allotted is the fixed price for the
cumulative fixed amount of work identified with the funds.

(c) For each CLIN or Task Order:

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

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

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

(i) The cumulative amount of funds allotted will equal the CLIN’s or Task Order’s fixed price.
and

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

(d) The fixed price for each CLIN or Task Order is listed in Section B of this Contract.

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

(f) The Actual Funding Schedule for each CLIN or Task Order is in paragraph (o) of this Clause. It
specifies the actual amount of funds allotted and presently available for payment by the Government
separately for Task Orders issued under CLIN 00001, and the work to be performed for the funds
allotted.

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

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

(ii) If the Contractor does not perform the Contract’s requirements for the CLIN or Task Order, it
must return the amounts that it billed that the Government reimbursed.

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

(1) The Government’s and the Contractor’s obligations under the Contract for the CLIN or Task
Order—with the exception that the Government’s obligation for the CLIN or Task Order is
limited to the total amount of funds allotted by the Government to the CLIN or Task Order and
similarly the Contractor is not authorized to continue work beyond the point at which the total
amount payable by the Government equals the total amount allotted—it will be as if the CLIN or
Task Order were both fixed price and fully funded at time of contract execution, that is, the
Contractor agrees that: it will perform the work of the Contract for that CLIN or Task Order; and
neither the fixed-price for the CLIN or Task Order nor any other term or condition of the Contract
will be affected due to the CLINs or Task Orders being incrementally funded.
(i) The Contractor agrees, for example, if the Government allots funds to a CLIN or Task Order per or earlier than all of the funding dates in the Planned Funding Schedule for the CLIN or Task Order, the Government has met all of its obligations just as if the CLIN or Task Order were fully funded as of the time of contract execution and the Contractor retains all of its obligations as if the CLIN or Task Order were fully funded as of the time of contract execution, while at the same time the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the Contract; consequently, if the Contractor earns amounts payable at any time in performing work for the CLIN or Task Order that exceed the total amount of funds allotted by the Government to the Contract for the CLIN or Task Order:

(A) It (not the Government) will be liable for those excess amounts payable;
(B) It will remain liable for its obligations under every term or condition of the Contract; and
(C) If it fulfills all of its obligations for that CLIN or Task Order and the Government allots funds to the CLIN or Task Order equal to the CLIN’s or Task Order’s fixed price, the Government will pay it the fixed price for the CLIN or Task Order and no more.

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

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

1. The notification is for planning purposes only and does not change any obligation of either the Government or the Contractor.
2. The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the CLIN or Task Order.
3. The Government may require the Contractor to continue performance of that CLIN or Task Order for as long as the Government allots funds for that CLIN or Task Order sufficient to cover the amount payable for that CLIN or Task Order.

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

1. The Government’s maximum obligation, including any termination obligation, to reimburse the Contractor remains limited to the total amount of funds allotted by the Government to the Contract for that CLIN or Task Order.
(2) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, equals the total amount allotted to the Contract; and

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

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

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

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

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

(l) Change orders, equitable adjustments, unilateral or bilateral contract modifications, or similar actions shall not be considered increases in the Government’s maximum liability or authorizations to the Contractor to exceed the amount allotted by the Government for a CLIN or Task Order unless they contain a statement increasing the amount allotted.

(m) Nothing in this Clause shall affect the right of the Government to terminate this Contract for convenience or default.

(n) Planned Funding Schedule:

The following table and requisite information shall be inserted by the Government in each fixed-priced Task Order to account for incrementally funded FFP CLINs:

**CLIN [TBD in each Task Order] (Table B-3):**

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Date</th>
<th>Funds To Be Allotted</th>
<th>Work To Be Accomplished</th>
<th>Cumulative Funds To Be Allotted</th>
<th>Cumulative Work To Be Accomplished</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLIN = Contract Line Item Number</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

B-12
(o) Actual Funding Schedule:

The following table and requisite information shall be inserted by the Government in each fixed-priced Task Order to account for incrementally funded FFP CLINs:

CLIN [TBD in each Task Order] (Table B-4):

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Date</th>
<th>Funds To Be Allotted</th>
<th>Work To Be Accomplished</th>
<th>Cumulative Funds To Be Allotted</th>
<th>Cumulative Work To Be Accomplished</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
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</table>

CLIN = Contract Line Item Number
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Part I – The Schedule

Section C

Performance Work Statement
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Tank Closure Contract Overview

**Contract Purpose and Overview**

(a) One of the U.S. Department of Energy’s (DOE) strategic goals is to meet the challenge of cleaning up the nation’s Manhattan Project and Cold War legacy’s toxic chemical and radioactive waste. To accomplish this goal, the DOE Office of Environmental Management (EM) must reduce environmental liabilities through accelerated cleanup of high-risk waste, thereby, protecting human health and the environment (HHE).

(b) The purpose of the Tank Closure Contract (TCC) is to execute the scope of work for operations of tank farm facilities in support of the Tank Closure Mission. The Tank Closure Mission is to achieve significant risk and financial liability reduction that provides the best overall most optimum solution to accelerate closure of waste tanks.

(c) The tasks, including the End States associated with the tasks, to be performed during the Contract ordering period will be defined in future task orders to be performed under this Contract. The term “End State” is defined as the specified situation, including accomplishment of completion criteria, for an environmental cleanup activity at the end of a task order period of performance.

(d) The Contractor is responsible for the performance of the entire scope under the Contract including defining the specific methods, innovations, regulatory approach, and graded approaches for accomplishing all work to be performed and managing, integrating, and executing work described in this Performance Work Statement (PWS).

(e) The DOE’s goal is to efficiently optimize the scope, cost, and schedule associated with performance of all work while ensuring quality and protecting the safety of the workers, environment, and the public, to reduce EM’s environmental liability, which will result in meeting the Department’s strategic goals sooner.

(f) The Contractor shall comply with the current applicable Tri-Party Agreement (TPA), Records of Decision (ROD), Consent Decree, and all applicable regulatory requirements.

(g) The Contractor is assigned lead responsibility for coordination with the regulators to develop an optimum regulatory approach for all work under this Contract. This authority does not authorize the Contractor to commit the Government without consulting with DOE and gaining its approval, as the owner, in advance of implementing any proposed changes to the regulatory approach. As part of this responsibility, the Contractor is encouraged to:

(1) Propose changes to the regulatory approach in coordination with DOE, including changes to current regulatory end points, to establish risk-based End States that maintain protection of HHE;

(2) Propose innovations to regulatory strategies and processes that improve total performance.

(h) The Contractor shall not assume that each innovation will result in a change to the regulatory approach. Following consultation and approval by DOE, the Contractor is responsible for coordinating with the regulators the proposed changes to include preparing and submitting all regulatory and supporting documentation. In addition, DOE will perform the following:

1 Hereafter, the term TCC refers to either the Contract or the Contractor, as applicable.
The scope of this Contract includes the following:

- Operate as the owner in coordination with the regulators to reach agreement on Contractor-prepared regulatory and supporting documentation.
- Operate as the owner in coordination with the regulators to reach agreement on innovations that require changes to the regulatory approach.
- Review, approve, and/or certify, as required, all regulatory and supporting documentation.
- Prepare any additional National Environmental Policy Act (NEPA) analyses and/or documentation that may be required.
- Provide existing safety basis documentation for Hazard Category 2 and 3 Facilities.

The Contractor shall ensure that its technical approach and execution of the work comply with all current applicable laws, regulations, and DOE directives, as identified in Section J, Attachment J-2, Requirements Sources and Implementing Documents. The list of laws and regulations is not comprehensive. Omission of any applicable law or regulation from Attachment J-2 does not affect the obligation of the Contractor to comply with such law or regulation.

The Government will conduct audits and surveillances of all aspects of the terms of this Contract to ensure compliance with the terms of this PWS. The results of all audits and surveillances will be resolved with the Contractor. DOE reserves the right to stop work in accordance with the Section H Clause DOE-H-2021, Work Stoppage and Shutdown Authorization (Oct 2014)(Revised).

DOE plans to provide a steady, predictable funding stream to enable End State completion; however, funding is subject to the ordinary limitations associated with the Congressional appropriation process.

Accelerated cleanup (i.e., accomplishing cleanup faster and more efficiently than planned) is a cooperative undertaking that requires the Contractor and the Government to seek innovative approaches to achieve the desired End States. This approach will require the Contractor to cooperate with DOE in creating an organizational culture to facilitate change and a mutual understanding of the technical approach and strategy that will lead to successful achievement of End States to be completed under this Contract. Streamlining the process, challenging requirements, and identifying efficiencies and performance improvements is critical to accomplishing accelerated cleanup. The Contractor, in partnership with DOE, throughout the Contract ordering period, shall seek to identify requirements and processes that impede progress and recommend efficiencies and performance improvements that reduce the actual cost and improve the schedule for the work.

The Contractor, in partnership with DOE, will use its best efforts to further the acceleration of cleanup activities and reduce DOE’s long-term liability (see Section H Clause entitled, Partnering).

**General Requirements**

**Scope Summary**

- **Transition**: Includes activities for both the incoming transition from the Tank Operations Contract (TOC) to the TCC and outgoing transition.

- **Tank Farm Base Operations**: Includes operation and maintenance of the 200 Area Single-Shell Tank (SST) farms, the Double-Shell Tank (DST) farms, 242-A Evaporator, Liquid Waste Processing Facilities (LWPF), Liquid Effluent Retention Facility (LERF), Effluent Treatment
Facility (ETF), State-Approved Land Disposal Site (SALDS), surplus facilities, and inactive waste sites/pipelines.

(3) Single-Shell Tank Waste Remediation and Closure: Includes remediation of the SST waste and activities necessary to transition associated tanks and/or tank farms to closure.

(4) Low Activity Waste Pretreatment System Phase 1: Includes design, construction of equipment/facilities required to pretreat and feed waste to treatment facilities, and operations and maintenance of equipment necessary to pretreat and feed waste to/from a waste treatment facility.

(5) Core Functions: This scope provides program management and core business management services that support performance of scope across all work within the PWS.

(b) The following additional general requirements are also applicable in implementing the TCC scope:

(1) Maintain the facility Documented Safety Analysis (DSA), technical safety requirements (TSR), Fire Hazards Analysis, Emergency Planning Hazards Assessment documents, or other documents that are part of the approved safety basis.

(2) Maintain all environmental permits and provide input, as required, to other site-specific permits.

(3) Maintain compliance with waste acceptance criteria for designated waste management facilities (e.g., the Environmental Restoration Disposal Facility and Integrated Disposal Facility [IDF]).

(4) Complete disposition activities in accordance with all actions and requirements contained in regulatory and supporting documentation applicable to each facility and/or waste site. All final remedial actions and other disposition actions shall be completed and documented, as required, to close and support transition to long-term stewardship (LTS).

(5) The deliverables associated with the PWS, as well as other sections of this Contract, are listed in Section J, Attachment J-10, Contract Deliverables. In addition, task order-specific deliverables will be listed in the task order. The Contractor shall provide the personnel, materials, supplies, and services necessary to perform the PWS and its deliverables, or as directed by the DOE Contracting Officer (CO).


(c) The Contractor shall, throughout the duration of the Contract, continuously work to efficiently optimize the scope, cost, and schedule associated with performance of the entire Master Indefinite Delivery/Indefinite Quantity (IDIQ) PWS, while ensuring this work is being performed in a safe, compliant, energy efficient, and cost-effective manner.

C.1 Contract Transition

(a) The desired outcome is a smooth transition of full responsibility for execution of the Contract that maintains continuity of operations and avoids or minimizes disruptions to ongoing operations and/or accomplishment of the DOE mission.

(b) The main goal of the transition process is to ensure that terms and conditions of the Contract are fully understood by the Contractor and that the Contractor demonstrates readiness to assume responsibility seamlessly, prior to assumption of full responsibility for performance of the Contract.
(c) The objectives of transition are to complete a safe, effective, and efficient transfer of responsibility for execution of the Contract with no or no disruption to ongoing operations.

(d) The Contractor shall perform the following activities at initial Contract startup:

1. Within 72 hours following a Notice to Proceed (NTP), release a brief Executive Summary of its offer on the Contractor’s own website, including the following elements:
   i. Name of Contractor (including the identification of any teaming partners and subcontractors and a description of the experience that each brings to the project)
   ii. Organizational structure and identification of key personnel
   iii. Commitment to small business subcontracting
   iv. Contractor performance commitments
   vi. Brief overview of Contractor’s work on similar projects
   vii. Commitments to the community

2. Transition the workforce needed to execute the mission of the Contract:
   i. Employment of additional staff determined to be necessary
   ii. Placement of necessary subcontractors, including the assumption of existing subcontracts identified by the Contractor, or as directed by DOE

3. Establish the programmatic and management systems needed to support execution of the Master IDIQ PWS under the terms and conditions of the Contract, including:
   i. Review of existing project, program, and management system documents
   ii. Assumption of existing project, program, and management system documents, as appropriate
   iii. Generation of needed replacement project, program, and management system documents as determined by the Contractor to be necessary, prior to assumption of responsibility for execution of the Contract
   iv. Establish operations under existing or new programmatic and management systems
   v. Support DOE activities needed to determine Contractor readiness to assume responsibility for execution of this Contract under the terms and conditions of the Contract

4. Submit a Transition Plan that fulfills the requirements presented in this Contract Transition section. Successful completion of the transition activities will enable the Contractor to assume full responsibility for execution of the Master IDIQ PWS no later than 60 days after NTP and upon execution of a final transition agreement with the incumbent contractor.

5. The Transition Plan shall accomplish the following objectives:
   i. Minimize or avoid impacts to continuity of operations, identify key issues and approaches to resolution, and overcome barriers to a successful transition.
(ii) Describe the approach to transition the work identified in the Contract, including the transition team, their roles and responsibilities, and describe a Work Breakdown Structure (WBS) for each element of contract transfer responsibilities, including: scope of work, labor relations, human and material resources, services, and other work identified in the Contract. It shall describe the due diligence process, rationale, a schedule of planned activities, and milestones necessary for conducting safe, orderly contract transition; minimize impacts on continuity of operations; identify key issues and associated resolutions that may arise during transition; and plan interactions with DOE, other contractors, the workforce, regulators, and stakeholders.

(iii) Identify agreements, letter approvals, determinations of cost allowability, or understandings the Contractor plans to rely upon and apply to work performed under this Contract, or in the accounting for costs incurred. DOE agreements with predecessor contractors, contract guidance, direction, or interpretation on other contracts shall not apply to this Contract unless they have been identified and approved in advance by the CO. CO-approved agreements shall be incorporated into Section J, Attachment J-8, Advance Understanding on Costs. Agreements on Advance Understanding on Costs will be through partnering between DOE and the Contractor.

(iv) Document in a Transfer Agreement with the prior contractor all key elements of the transfer. This may identify purchase order and subcontract assignments, software license agreements, property transfers/exclusions, key documents/databases/records, permits, outstanding liabilities, litigation, administrative claims, or other.

(v) Include a description of the activities necessary for the Contractor to assume full responsibility for this Contract no later than 60 days after NTP and address other activities and deliverables specified in this Contract that require DOE approval prior to completion of transition.

(vi) Provide a separate Submittal Log for each Task Order that covers all documents and deliverables required to be submitted to DOE. The Submittal Log must identify submittal number, description, Request for Proposal section, type (informational, approval required, etc.), date required to be submitted, date required, and comment section. The submittal number in the log shall be used when submitting to DOE, and only one cover sheet will be used per submission.

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

(7) Perform a due diligence review (to include review of policies, procedures, technical documents, and other documents or forms of information). Prior to the end of transition, provide the CO with a listing of material differences and preexisting conditions. After receipt and evaluation of the Contractor material differences submission, DOE will negotiate the final list of Material Differences and Preexisting Conditions with the Contractor and will determine whether a change to the Contract is necessary. The CO will provide direction to the Contractor to address any changes and will establish timeframes for completion of applicable actions.

(8) Develop a nuclear safety protocol, as described in Section H Clause entitled, Hanford Site Services and Interface Requirements Matrix, for DOE approval. The protocol shall be signed by
the Hanford Mission Essential Services Contract (HMESSC) Contractor and concurred upon by other affected contractors, as applicable.

(9) Support an initial Safeguards and Security (SAS) survey conducted by DOE.

(10) Submit a Graded Approach for Implementation of Contract Requirements Plan for DOE approval to streamline processes, apply a graded approach, and identify efficiencies and performance improvements (e.g., DOE directives, regulations, and others) that are critical to accomplishing the Hanford Site mission. The plan shall include a review and recommendations of changes to the current Hanford Site Standards and implementing procedures for the reduction of requirements and/or streamlining processes. The Contractor shall use the Hanford Site interface governance process to reach agreement with Other Hanford Contractors (OHC) on proposed changes.

(11) Task Order Proposals: During transition, the Contractor shall expediently provide the CO with task proposals that are compliant with FAR Subpart 15.4. The CO will provide direction, as applicable, regarding these potential task orders and will establish time frames for submission of additional task proposals.

(i) DOE intends to negotiate additional task order(s) for any balance of work to continue on day one of contract execution. This work will be identified during the transition period and includes, for example, waste feed delivery and SST remediation and closure.

(12) Submit a Declaration of Readiness to Execute Contract to the CO, prior to the end of transition, indicating readiness to assume responsibility for execution of the Contract. Also, identify any post-transition activities that may be required to complete transition (e.g., notifications to outside agencies of transfer of co-operator responsibilities, or completion of procedure updates).

C.2 Tank Closure Mission Integration and Optimization

(a) The Contractor shall integrate and efficiently optimize the Tank Closure Mission to close all 177 Hanford tanks in a manner that effectively and efficiently expedites the reduction in risk to the environment and environmental liability. The Contractor’s efforts shall:

1. Be conducted in conjunction and/or consultation with subject matter experts (SME) across the industry, the National Laboratory network, and higher-level technical education institutions.
2. Be informed by recent scientific studies regarding Hanford tank waste treatment and disposal methods.

C.2.1 Mission Planning and Analysis

C.2.1.1 Tank Closure Mission Strategy

(a) The Contractor shall maintain and submit for DOE approval Tank Closure Mission Strategy for closure of all 177 Hanford tanks.

(b) The Contractor shall ensure the strategy:

1. Provides effective and efficient pathways to tank closure.
2. Includes technical bases that demonstrate feasibility and reduction in risk to the worker, the environment, and DOE’s environmental liability.
(3) Drives innovative approaches to treatment and closure.

(4) Takes advantage of differences in tank waste constituents to reduce environmental impact and liability.

(5) Continually identifies and challenges inefficiencies (e.g., process, technical, regulatory approach).

(6) Includes timely actions necessary to address proposed changes in regulatory approach.

(7) Is supported by mission planning simulations using defensible assumptions.

(8) Identifies risk management strategies and implementation.

(9) Provides the decision network that logically links pathways for treatment of waste and tank closure with the Multi-Year Operation Plan (MYOP) and lifecycle Tank Closure Mission integration and optimization. As the decision logic links to the MYOP for execution, the Contractor shall ensure regulatory compliance.

C.2.1.2 Multi-Year Operation Plan

(a) The Contractor shall develop, maintain, and submit for DOE approval a MYOP. The Contractor shall support DOE requests as need regarding elements of the MYOP and the supporting functions.

(b) The MYOP shall:

1. Implement the Tank Closure Mission Strategy.

2. Include an updated Life Cycle Baseline.

3. Reflect a 3-year rolling window of the Performance Measurement Baseline (PMB).

4. Include inputs from the Tank Closure Integrated Flowsheet (TCIF) and process modeling functions.

5. Include schedule logic for startup and operations of tank waste treatment pathways.

6. Include inputs from the Technical Basis & Technology Plan.

C.2.2 Mission Integration and Optimization

(a) The Contractor shall integrate and efficiently optimize the Tank Closure Mission, including:

1. Lead the long-term TCIF stewardship and technical management process, focusing on the maturation, preparation, and maintenance of the TCIF to support the Tank Closure Mission Strategy and the MYOP.

   i. Provide engineering evaluations of waste behavior, such as chemistry, solubility, partitioning, thermodynamics, and kinetics, as needed, to provide a solid technical basis for treatment.

   ii. Manage, mature, maintain, and submit the TCIF (includes mass and energy balance).

   iii. Manage and efficiently optimize the interface between contractors across the TCIF.
(iv) Include throughput and cradle-to-grave tank waste interface management, including, but not limited to, treatment processes, DST space and emergency space available, LERF feed and capacity, ETF throughput needed, IDF emplacements and remaining space, 222-S Lab samples, and 242-A evaporator campaigns.

(v) Address and resolve flowsheet gaps, bottlenecks, or equipment limitations associated with the TCIF. Identify opportunities for improvement and perform and facilitate actions to close gaps and realize opportunities utilizing the integration risk register and defensible simulations.

(vi) Provide feed vectors (waste constituent definitions) to treatment facilities or systems, as needed.

(vii) Identify mission feed sampling, analysis, mixing, and blending strategies.

(viii) Provide feed vectors (waste constituent definitions) to treatment facilities or systems, as needed.

(2) Develop, maintain, and submit (as part of the MYOP) the Lifecycle Baseline for the Tank Closure Mission and perform baseline change management.

(i) Establish and maintain an integrated project schedule with monitoring and status of the integrated set of schedule milestones performed by DOE and OHC that are required to meet DOE commitment dates, including metric/dashboard/report card charts.

(ii) Manage the Tank Closure Mission Integrated Risk Register, including tracking and status of mitigation activities. Report items for DOE resolution where mitigation has failed or does not support the integrated project schedule.

(iii) Manage the performance monitoring system, which includes the development and tracking of key metrics.

(3) Manage coordination and integration of transition to startup, commissioning, and operations of tank waste treatment capabilities.

(4) Include integrated outage planning that minimizes impact to the TCIF and fully coordinate with OHC.

(5) Update System Plan to meet DOE commitments, including modeling and analysis using current simulation tools, as well as uncertainty analysis on mission metrics, to predict lifecycle cost and schedule impacts.

(6) Maintain and submit the Technical Basis & Technology Plan, with an objective to identify ways to exceed contract commitments and decrease the program lifecycle cost, schedule, and/or risk profile (worker, environment, and public). The Technical Basis & Technology Plan shall:

(i) Provide the detailed technical basis for the Tank Closure Mission Strategy.

(ii) Provide a list of technology areas that represent gaps or significant risks to accomplishment of Tank Closure Mission Strategy.

(iii) Include a plan for closure of gaps, including key decision points and screening milestones, forecast costs, alternatives, and schedule.
(iv) Include assistance to DOE in identification and analysis of Pre-Critical Decision (CD) 0 Mission Needs through Technology Maturation (e.g., Test Bed initiatives, etc.).

(7) Catalog previous research in technology areas to inform future work, including DOE Office of Scientific and Technical Information website links to all completed research.

(b) All technology development shall be tied directly to a specific mission need, be scoped in consideration of the body of previous research on the topic and be performed at the facility or laboratory best equipped to conduct the research on this topic, in terms of staff expertise and test capabilities. Redundant research, creation of duplicative research competencies, failure to protect intellectual property, and research for research’s sake shall not be included in this program.

C.3 Tank Farms Base Operations

(a) There are 149 underground SSTs constructed between 1943 and 1964; 66 are located in the 200 East Area and 83 in the 200 West Area. Of the total SSTs, 133 are 100-series tanks that have an available operating volume of 500 kgal to 1.0 Mgal. The remaining 16 tanks are 200-series tanks that have an available operating volume of 55 kgal. Nearly all of the drainable interstitial liquids have been removed. The SST waste inventories consist primarily of sludge and crystallized salts, with only small amounts of free liquid. The SST system is not compliant with the Resource Conservation and Recovery Act (RCRA) tank systems requirements (e.g., no secondary containment), but is subject to TPA and Consent Decree cleanup milestones and regulatory inspections. Sixteen 200 East Area SSTs (C-101 through C-112 and C-201 through C-204) and one 200 West Area SST (S-112) have been retrieved.

(b) DOE has identified 11 SSTs containing sludge waste with alpha-emitting radionuclides in concentrations defined as Transuranic (TRU) in the Waste Isolation Pilot Plant (WIPP) Land Withdrawal Act. The SSTs, which may contain sufficient quantities of TRU sludge to be considered for disposal at WIPP, depending on retrieval methods, include B-201, B-202, B-203, B-204, T-201, T-202, T-203, T-204, T-111, T-110, and T-104.

(c) There are 28 DSTs (27 available and one unavailable for use as a receiver tank) – three in the 200 West Area and 25 in the 200 East Area. All DSTs were constructed between 1968 and 1986 with an available operating volume of 1000 kgal to 1250 kgal. The DSTs contain liquids and settled solids, either salts or sludge. One 200 East Area DST (AY-102) developed a leak in the primary liner, has been retrieved, and is no longer compliant with RCRA tank system requirements.

(d) Considerable radioactive decay has occurred since creation of Hanford’s tank waste, and several processes were performed at Hanford to remove short-lived radionuclides contributing to most of the radioactive dose, such as B plant cesium and strontium removal, and cesium removal in C area cask station prior to B plant operations.

(e) The SST, DSTs, ancillary equipment, and contaminated soil are aggregated into seven waste management areas (WMA).

(f) The tank farms are comprised of operational nuclear and non-nuclear facilities, as well as inactive facilities/waste sites. Key operating facilities include: SST farms, DST farms, and 242-A Evaporator, which are Hazard Category 2 nuclear facilities with DSAs, TSRs, operations specifications documents, environmental permits, and Standard Operating Procedures (SOP) that define the necessary controls for safe operations. The LWPF, comprised of the JERF, ETF, SALDS, and the Treated Effluent Disposal Facility, are less than Hazard Category 3 radiological facilities.
C.3.1 Central Tank Operations

(a) The Contractor shall maintain and operate the tank farms in a safe, effective, efficient, and compliant state while pursuing continuous improvement.

(b) The Contractor shall:

1. Ensure central command, control, and reporting of operational activities, including:
   (i) Oversight of integrated operations and maintenance of all tank farm facilities, components, equipment to complete the Tank Closure Mission, including, but not limited to:
      (A) SSTs
      (B) DSTs
      (C) 242-A Evaporator
      (D) Low Activity Waste Pretreatment System (LawPS)/Tank-Side Cesium Removal
      (E) LWPF
      (F) Waste Feed Delivery System
      (G) Cross-site transfer lines and associated facilities
      (H) Waste storage and consolidation facilities (90-day storage pad, Building 616, Cs column pad)
      (I) Equipment for Sampling and Characterization
      (J) Equipment for Tank Chemistry and Integrity.

2. Provide response to and notification of operational, abnormal, and emergency conditions.

3. Provide shift operations required to perform emergency response, shift surveillances, and maintain the compliance envelope.

4. Maintain the electronic and sampling systems necessary to manage tank waste inventory, including:
   (i) Tank Waste Information Network System and Site Wide Industrial Hygiene Databases
   (ii) Best Basis Inventory (updated quarterly to account for tank waste transfers and data from sampling)
   (iii) Sampling program (to provide sufficient confidence to support the Tank Closure Mission)
   (iv) Vapors website.

5. Provide program and project management, technical support, and field oversight of planned, coordinated, and integrated operations.

6. Ensure personnel are trained and qualified to execute their assigned roles and responsibilities.
(7) Provide management and oversight for the development, implementation, and maintenance of engineering media, design initiatives, and design authority (DA) functions for production operations.

(8) Provide project support to and oversight of operational and maintenance activities, including but not limited to, Authorization Basis, worker safety and health, quality assurance, corrective action management, performance tracking and reporting, assessment program implementation, contractor assurance, and program and project management.

(9) Provide for the management and maintenance of office facilities, including fire systems inspections, testing, and maintenance, and surrounding areas (e.g., parking lots, sidewalks, ground areas, etc.).

(10) Provide procurement of a warehousing storage and inventory program for storage of consumables, materials, and equipment, including personal protective equipment, critical spares, and monitoring and test equipment, which ensures continuous facility operation.

(11) Establish inventory controls to manage receipt, inspection, acceptance, storage, maintenance, distribution, and disposition of inventory in accordance with its quality level and vendor specification.

(12) Coordinate, plan, and pay for the Waste Treatment and Immobilization Plant (WTP) contractor requirements for infrastructure, utility, and service support from the HMESC and Central Plateau Cleanup Contract (CPCC).

(13) Perform detailed planning and implementation of activities to support packaging and treatment for disposal of secondary liquid and solid wastes generated in the tank farms and assigned facilities.

(14) Transport waste to an appropriate disposition facility.

C.3.2 Single-Shell Tank System Operations

The Contractor shall maintain and operate the SST System in support of safe storage, retrieval, and/or treatment of tank waste.

C.3.3 Double-Sell Tank System Operations

(a) The Contractor shall maintain and operate the DST System while pursuing operating and engineered solutions for preserving existing and increasing maximum DST usable space in support of the following:

(1) DST to DST transfers
(2) SST retrievals
(3) 242-A Evaporator operations
(4) Qualification, pre-treatment, staging, and transfer of waste feed to treatment system
(5) Receipt of waste streams
(6) Future supplemental treatment methods.
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(b) The Contractor shall:

1. Plan and execute the required facility upgrades to the DST system to increase reliability, achieve necessary throughput, and extend its operational life in support of the Tank Closure Mission.

2. Complete design, installation, and testing activities to reactivate the cross-site transfer system, which is designed to transport waste from the 200 East and 200 West areas.

C.3.4 242-A Evaporator

(a) The Contractor shall maintain and operate waste evaporation capability such that it is reliable and available to support the Tank Closure Mission. Currently, three campaigns per year are conducted with a potential increase to 18 campaigns per year.

(b) The Contractor shall operate, maintain, and upgrade the 242-A Evaporator in support of the 242-A Evaporator operations.

1. DST waste volume reduction as a result of:
   (i) Retrieval
   (ii) Feed delivery
   (iii) Pre-treatment and treatment operations
   (iv) Emergent operations as necessary.

(c) The Contractor shall plan and execute facility upgrades to the 242-A Evaporator, which are required to increase reliability, achieve necessary throughput, and extend its operational life in support of the Tank Closure Mission. Known upgrades include, but are not limited to:

1. Procure a spare PB-1 pump and motor
2. Address raw water temperature issue preventing operations in mid-summer
3. Replace PC-5000 transfer line and leak detection
4. Upgrade/replace the motor control center
5. Upgrade the slurry sampling station.

C.3.4.1 242-A Boiler Annex

(a) Johnson Controls has a contract with the DOE Richland Operations Office (DOE-RL) to provide steam to the 242-A Evaporator and the natural gas used to fuel the boilers; this contract expires on November 14, 2021.

(b) The Contractor shall maintain and operate steam in support of 242-A Evaporator operations upon completion of the Johnson Controls contract.

(c) The Contractor shall:

1. Create a transition plan for the 242-A Boiler Annex and boilers to ensure that required steam can be provided reliably to the 242-A Evaporator. The Plan shall be given to DOE for review and approval.
Section C.3.5 Liquid Waste Processing Facilities

(a) The Contractor shall maintain and operate secondary liquid waste processing capability and capacity such that it is reliable and available to support the Tank Closure Mission. LERF currently has two full basins. Currently, ETF processes 4 million gallons/year with a potential increase to 10-12 million gallons/year.

(b) The Contractor shall operate, maintain, and upgrade the LWPF in support of the following activities:

1. Tank Farm operations
2. 242-A Evaporator campaigns
3. Pre-treatment and treatment operations
4. Emergent operations, as necessary.

(c) The Contractor shall plan and execute facility upgrades to the LWPF, which are required to increase reliability, achieve necessary throughput, and extend its operational life in support of the Tank Closure Mission.

(d) The Contractor shall identify and execute necessary upgrades/modifications to the facilities, such as:

1. For ETF:
   (i) Design, permit, and implement optimum pathway for treatment of ETF waste prior to shipment to IDF for disposal.
   (ii) Address suspended ammonia in liquid waste and the evolution of ammonia during waste treatment and solidification.
   (iii) Install a brine load out port or upgrade to thin film dryer.
   (iv) Replace UV Oxidation skid (includes redesign and permitting to address WTP organics, if necessary).
   (v) Repair or replace peroxide decomposer vessel.
   (vi) Replace granular activated carbon media.
   (vii) Replace critical valves.
2. For LERF
   (i) Build additional LERF basin(s) within 2 years of startup of pre-treatment and treatment operations to support throughput requirements, as defined by the TCIF.
C.3.6 Sampling and Characterization

(a) The Contractor shall maintain and operate ready-to-serve waste tank sampling and sample transportation capability.

(b) The Contractor shall:

1. Perform tank waste sampling and characterization to support safe storage, tank integrity, waste retrieval, waste transfers, 242-A Evaporator campaigns, waste pre-treatment, waste treatment, and secondary waste stream operations.

2. Perform tank farm vadose zone sampling, characterization, and corrective measures in coordination with the CPCC contractor to integrate these activities and drive efficiencies in the Hanford Site Groundwater Program.

3. Provide environmental and multi-media sampling and transportation.

4. Conduct head space and stack sampling to support industrial hygiene (IH) characterization for potential vapor hazards and update of the exposure assessment data for contaminants and potential contaminants of concern.

5. Conduct preventative and corrective maintenance of sampling facilities, equipment, and materials.

6. Develop and maintain a service level agreement with the 222-S Analytical Laboratory, and other contracted laboratories, for ready-to-serve services that includes, but is not limited to:

   (i) Schedule and advance notification for sample delivery.

   (ii) Characterization.

   (iii) Analysis, documentation, and sampling data entry into an Environmental, Safety, Health, and Quality Program data management system.

   (iv) Final Analysis Report.

   (v) Archive.

C.3.7 Tank Chemistry and Integrity

(a) The Contractor shall protect the integrity of the SSTs and DSTs and minimize further degradation.

(b) The Contractor shall:

1. Maintain and evaluate chemistry specifications to minimize tank corrosion, waste generation, and conflicts with treatment capabilities.

2. Perform visual inspections, non-destructive testing, and Independently Qualified Registered Professional Engineer (IQRPE) evaluations to monitor and evaluate the structural and leak integrity of the SSTs and DSTs, in accordance with DOE O 435.1, Radioactive Waste Management, and RCRA requirements.

3. Execute corrective actions necessary to ensure continued tank integrity.

4. Pursue repair techniques for DST pitting corrosion to extend usable life.
The objective is to

The Contractor shall:

- Prescribe the definition of the end state of a “closed tank”.
- Minimize deferral of closure activities and reliance on interim actions. The closure plan shall prescribe the definition of the end state of a “closed tank”.
- Manage DST ventilation condensate addition to prevent liquid air interface corrosion.
- Assess readily available monitoring and evaluation technologies and upgrade existing technologies to ensure the best available technologies are utilized.
- Minimize liquid intrusion or addition.

C.4 Single-Shell Tank Waste Remediation and Closure

The objective is to remediate and close SSTs.

C.4.1 Closure Plans and Interim Actions

(a) The objective is to obtain regulatory approval of final closure actions in an efficient manner, minimizing deferral of closure activities and reliance on interim actions. The closure plan shall prescribe the definition of the end state of a “closed tank”.

(b) The Contractor shall:

1. Prepare and/or obtain regulatory approval of:
   (i) Tier 1 Closure Plans specific to the SST System and DST System:
   
   (A) For the SST System Tier 1 Closure Plan submitted to Washington State Department of Ecology (“Ecology”) September 2015 for review and comment, the Contractor shall submit the Final RCRA Tier 1 Closure Plan to DOE for DOE and Ecology’s approval.

   (ii) Tier 2 Closure Plan specific to each of the seven tank farm WMAs:

   (A) For the WMA-C Tier 2 Closure Plan submitted to Ecology May 2017 for review and comment, the Contractor shall submit the Final RCRA Tier 2 Closure Plan to DOE for DOE and Ecology’s approval.

   (B) For the next WMA(s), the Contractor shall prepare and submit the Tier 2 Closure Plan(s) to DOE for DOE and Ecology’s review and comment. The Contractor shall then submit the Final Tier 2 Closure Plan(s) to DOE for DOE and Ecology’s approval.

   (iii) Tier 3 Closure Plans specific to groupings of components (vessel or structure) for each of the seven tank farm WMAs:

   (A) For the WMA-C 200 Series Tanks Tier 3 Closure Plan submitted to Ecology May 2017 for review and comment, the Contractor shall submit the Final RCRA Tier 3 Closure Plan to DOE for DOE and Ecology’s approval.

   (B) For the WMA-C 100 Series Tanks Tier 3 Closure Plan, the Contractor shall prepare and submit the Tier 3 Closure Plan to DOE for DOE and Ecology’s review and comment. The closure plan shall:

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C.4.2 Single-Shell Tank Waste Remediation Planning

(a) The Contractor shall:

(1) Develop, implement, and maintain an approved process for the selection and sequencing of SSTs for remediation, associated interim, and final closure methods based upon a DOE validated set of environmental risks, which includes at least Tc-99 and economy of scale.

(2) Maintain and update the Integrated Single-Shell Tank Remediation Plan, previously known as the Integrated Single-Shell Tank Retrieval Plan, which describes closure objectives, remediation methodologies, near-term SST commitments, and risk-based sequence.

(3) Incorporate and integrate SST remediation planning into the overall Radiation Protection Program System Plan.

(4) Continuously evaluate existing and alternative waste remediation and leak detection methods and technologies, demonstrate improved system efficiencies and equipment reliability for SST
remediation, and achieve efficiently optimized pathway(s) to tank closure. For each method and associated technology, the Contractor shall determine:

(i) Limitations
(ii) Efficiencies
(iii) Safety and environmental concerns and/or improvements
(iv) Cost and schedule impacts.

(5) Establish process controls to prevent transfer line and equipment degradation, preserve DST integrity, and prevent flammable gas issues and other potential safety and environmental concerns.

(6) Manage, maintain, and operate the Cold Test Facility (CTF) to support testing and development of retrieval and tank sampling technologies; this will include simulated operations for personnel training.

(7) Support and enable use of the CTF for Tank Closure Mission technology initiatives sponsored by DOE in a cost-effective manner.

C.4.3 Single-Shell Tank Retrievals

(a) The Contractor shall:

(1) Retrieve SSTs and transfer to DST receiver tanks consistent with the Consent Decree requirements for Tank Waste Retrievals.

(2) Complete the design, procurement, field installations, and testing of the retrieval systems and interconnected transfer route.

(3) Ensure the design, installations, testing, and operational activities address loss of tank integrity.

(4) Ensure readiness for testing, commissioning, and operation of retrieval systems.

(5) Develop and execute SST Retrieval SOPs for the retrieval and transfer of tank waste to the DST system. At a minimum, SOPs must address:

(i) Operator, radiological control, and IH rounds and surveillances

(ii) Operations and maintenance.

(b) Retrieval operations are complete for each tank when the following has been accomplished:

(1) Limits of technology are met

(2) Certification of completion received from Ecology.

C.4.4 Single-Shell Tank Remediation

The Contractor shall select additional SSTs and shall select and execute associated remediation methods and technologies in accordance with the selection process established in Section C.3.2 and regulatory requirements.
C.4.5 B & T Transuranic Tank Farm Upgrades and Retrievals

(a) The Contractor shall determine if there is a need to separate treatment of TRU waste based upon tank sampling, retrieval methods, and constituents in the waste. In so, the Contractor shall:

1. Provide technical approach to DOE for the retrieval and transfer of TRU tank waste from B and T Tank Farms and transfer retrieved waste to the CPCC contractor responsible for treatment, packaging, and disposal.

(i) Work in conjunction with the CPCC contractor and the Idaho WIPP Certified Program to develop an interface agreement that defines the interface points and associated roles, responsibilities, and technical and schedule requirements.

(ii) Select and obtain DOE and Ecology’s approval of the proposed technical approach for the retrieval and transfer of TRU tank waste to the CPCC contractor for treatment, packaging, and disposal.

(2) Plan and execute the design, procurement, installation, testing, operation, and maintenance of the SST retrieval and waste delivery system.

C.4.6 Tank Closure

(a) To layup and close SSTs, the Contractor shall:

1. Perform layup and stabilization of the SSTs once remediation operations are complete. At a minimum, layup and stabilization activities shall include:

(i) Removal of reusable equipment,

(ii) Hose-in-hose transfer line disposition.

2. Revise applicable DSA and TSR controls to reflect Material at Risk reduction for remediated tank or tank farm.

3. Execute closure activities in accordance with approved Tier 3, 2, and 1 closure plans.

C.5 Waste Receiver Facilities

The Contractor shall design, construct, and operate the Waste Receiving Facilities to provide compliant transfer routes from SSTs in the B Complex (B, BX, and BY Tank Farms) and T Complex (T, TX, and TY Tank Farms) to the nearest DST farm.

C.6 Supplemental Treatment Capability

The Contractor shall design, construct, and operate the supplemental treatment capability to provide additional tank waste treatment capability.

C.7 Tank Waste Operations Center

The Contractor shall design, construct, and operate the Tank Waste Operations Center in a location non-coincident with tank operations.
C.8 Low Activity Waste Pretreatment System

(a) The Contractor shall establish and maintain the capability to pretreat tank waste and transfer pretreated low activity waste to a treatment facility.

(b) The Contractor shall develop, maintain, and manage the lifecycle scope, schedule and cost baseline, and project execution for the LAWPS Project thru CD-4, Approve Start of Operations and Project Completion, in accordance with requirements set forth in this Contract and DOE O 413.3B, Program and Project Management for the Acquisition of Capital Assets.

C.8.1 Sub-Project One

(a) The Contractor shall:

1. Complete the design, installation, testing, and readiness activities for at-tank cesium removal capability prior to delivery of pretreated low activity tank waste to WTP.

   i. Assume responsibility for management and oversight of the existing at-tank cesium removal capability design and associated construction subcontract(s) that will be in place under the TOC.

2. Complete the design, installation, testing, and readiness activities for low activity waste feed delivery to the tank waste delivery system necessary to:

   i. Deploy the at-tank cesium removal capability.

   ii. Transfer pretreated low activity waste to WTP.

   iii. Receive waste streams from WTP to DST system.

3. Until DOE approval of the at-tank cesium removal capability CD-4, the Contractor shall develop a reporting system that reports Project Performance on the technical scope, schedule, and cost profile. The requirements and procedures for this system shall be defined in the Earned Value Management System Description (EVMSD). The Contractor shall ensure the facility, programs, and personnel are prepared and successfully complete for both Contractor and DOE Operational Readiness Reviews (ORR) within the DOE-approved PMB and in accordance with DOE O 425.1D, Verification of Readiness to Start Up or Restart Nuclear Facilities, or current version, prior to start of operations (hot commissioning). The Contractor Declaration of Readiness may include a manageable list of pre- and post-start corrective actions for identified deficiencies. However, all corrective actions shall be specific and measurable, with a definitive schedule for closure.

C.8.2 Sub-Project Two

(a) The Contractor shall:

1. Complete the design, installation, testing, and readiness activities for radionuclide removal capability to deliver pretreated low activity tank waste to treatment facilities.

(b) Until DOE approval of the additional radionuclide capability CD-4, the Contractor shall develop a reporting system that reports Project Performance on the technical scope, schedule, and cost profile. The requirements and procedures for this system shall be defined in the EVMSD. The Contractor
C.10.1.1. These programs shall be applied to all work within the Tank Closure Mission.

C.10 Core Functions

The primary purpose of this section is to assist in describing the specific responsibilities of the Tank Closure Mission. The following sections define the programs that must exist to safely and effectively perform the Tank Closure Mission. These activities are associated across all work within the PWS.

C.10.1 Project Support Performance Requirements

The following sections define the programs that must exist to safely and effectively perform the Tank Closure Mission. The requirements and associated implementing instructions established under these programs shall be applied to all work within the PWS.

C.10.1.1 Project Management

(a) Successful execution of the project management work scope will ensure cost and schedule efficiency while minimizing programmatic risks. The Contractor shall ensure that project management practices are used in the performance of work, including the development of Project Management Plans (PMP), baselines, disciplined change control processes, and service level agreements.

(b) The Contractor shall prepare and submit for DOE approval a PMP consistent with the requirements in DOE O 413.3B. The PMP shall describe the approach for managing and controlling all activities necessary to execute this Contract and shall focus on Contractor policies, methods, and approach to provide integration and control of scope, schedule, and cost information. The capital asset projects do not need to be standalone PMPs and, instead, may be an appendix to the PMP.

(c) The Contractor shall provide all management and technical information to:

(1) Meet the requirements of DOE O 413.3B.

(2) Support the budget formulation activities including, but not limited to, emerging work items list, budget formulation input (including Integrated Priority List), the fall limited budget update submission, budget scenario development, and budget presentations (such as public and regulatory briefings, etc.).

(3) Meet the data requirements of the DOE Integrated Planning, Accountability, and Budgeting System and the Project Assessment and Reporting System (PARS, II).

(4) Ensure transparency in project performance and efficiency in project execution.
5. Support audits, evaluations, and external technical reviews.
6. Support other DOE project PAs and information needs.

d. All project management information developed under this Contract shall be accessible electronically by DOE. The desired outcome is a predictable and consistent Contractor performance aligned to customer needs conducted within annual and multi-year baselines.

C.10.1.2 Project Integration and Control and Earned Value Management

(a) The Contractor shall provide an EVMSD that complies with the requirements of DOE O 413.3B, Electronic Industries Alliance (EIA)-748, Earned Value Management System Acceptance Guide, EIA-748, Earned Value Management Intent Guide, and Section H Clause entitled, Earned Value Management System.

(b) The EVMSD shall describe the management processes and controls that shall be used to implement a compliant Earned Value Management System (EVMS), manage and control work, and complete Contract requirements.

(c) The EVMSD shall include:

1. The baseline development process and the hierarchy of documents that shall be used to describe and maintain the PMB
2. Identification of the systems, tools, and software and integration of these systems with the WBS and accounting systems and data
3. The process the Contractor intends to use for earned value management, configuration control, interface control, and document control
4. The Contractor’s Project Baseline Change Control Process
5. The Contractor’s process for handling changes that are only impacts to costs and not identified as a schedule impact
6. The Organizational Breakdown Structure (OBS), including roles and responsibilities of each major organization and identification of key management personnel
7. A list of project software the Contractor proposes to use for project control.

d. The Contractor shall comply with the requirements of the Section H Clause entitled, Earned Value Management System, and have the EVMS evaluated against the EIA-748 standard by a qualified, independent, third party selected by the DOE Office of Project Management Oversight & Assessments (DOE-PM). Upon completion of the evaluation and closure of all corrective actions, DOE-PM will certify the Contractor’s EVMS as compliant with the EIA-748 standard. Subsequent to the initial evaluation and certification, DOE-PM may, at any time, require the Contractor to repeat the evaluation and certification process. The Contractor shall provide all necessary support to conduct the initial and any subsequent evaluations and closure of all corrective actions.

e. The Contractor shall also flow down EVMS requirements in accordance with the Section H Clause entitled, Earned Value Management System.
C.10.1.3 Performance Measurement Baseline

(a) The PMB shall be an integrated and traceable technical scope, schedule, and cost execution baseline that encompasses all activities to execute the requirements of this Contract, informs and is integrated with the Tank Closure Mission and OHC lifecycle scope, schedule and cost baseline, as applicable, and enables safe, effective, and efficient advancement and completion of the Hanford Site mission.

(b) The PMB shall include the following:

1. Technical Scope. The following baseline documents shall be viewed collectively as the technical scope for the cost/schedule control system:

   (i) Contract PWS and other sections that define work scope and requirements,
   
   (ii) Waste site and facility lists,
   
   (iii) Approved interface agreements,
   
   (iv) WBS Dictionary Sheets (the WBS submittal shall include a data column, which cross references the WBS elements at the lowest level to the appropriate contract line item number).

(c) The PMB shall comply with the following requirements:

1. The WBS shall encompass all activities required in this Contract and provide the basis for all project control system components, including:

   (i) Estimating,
   
   (ii) Scheduling,
   
   (iii) Budgeting,
   
   (iv) Project performance reporting (as required under this contract).

2. Control accounts within the WBS shall be identified.

3. The baseline and management thereof shall comply with EIA-748, Earned Value Management Systems, and DOE O 413.3B.

(d) The schedule shall:

1. Include all significant external interfaces, all TPA and Consent Decree milestones, other regulatory and Defense Nuclear Facilities Safety Board (DNFSB) commitments, and Government-Furnished Services and Information (GFS/I) dependencies.

2. Be an activity based, resource loaded, logical network-based, and integrated plan that correlates to the WBS, is vertically traceable to the EVMS control accounts, and aligns with the Contractor’s field schedules.

3. Include earned value method at the activity level and be capable of summarizing from control accounts to higher WBS levels.

4. Any additional working level schedules deemed necessary by the Contractor shall be integrated with the PMB and be able to provide earned value reporting in compliance with EIA-748.
C.10.1.3.1 Performance Measurement Baseline Submittals

(a) The Contractor shall develop and submit an initial PMB that is representative of the initial Task Order scopes of work. Subsequent updates to the PMB will occur as each task order is negotiated and awarded and implemented into the PMB. These proposed PMB updates, for additional task order work only, will be submitted as part of the Task Ordering Process to the Contractor for DOE and Contractor negotiation, and DOE approval as part of the Contractor’s Task Order Proposals. The Contractor shall comply with the requirements of Section H Clause entitled, Task Ordering Procedure, The Contractor shall also follow the requirements of their EVMS requirements for baseline change control process.

(b) The Contractor shall provide the WBS, WBS dictionary data, and basis of estimate data in either Microsoft Word® or Microsoft Access® format. Cost data shall be provided in Microsoft Access® or Microsoft Excel® format, and the schedule shall be provided utilizing the current version of Primavera Systems, Inc., Enterprise for Construction software, unless agreed to otherwise by DOE.

(c) The Contractor shall provide additional data that may be required by the HMESC for development of the Hanford Site-wide lifecycle baseline and DOE Integrated Master Plan (IMP).

(d) The Contractor shall support DOE External Independent Review and Energy Systems Acquisition Advisory Board review of the initial submittal of the PMB and follow-on reviews of annual updates.

C.10.1.4 Project Performance Reporting

(a) The Contractor shall provide DOE with the necessary project performance information to support budget planning and execution, project planning and execution, project performance reporting, audit and evaluation, and other DOE performance assessments and information needs.

(b) The Contractor must submit monthly project performance data no later than CD-2 for projects having a total project cost greater than or equal to $10 million dollars. The required project performance data include: EIA-748S earned value data; earned value time-phased incremental costs and quantities; management reserve; schedule; variance analysis; and risk management data. For firm fixed price...
task orders, the required project performance data will include: schedule activity and relationship; and cost and quantity data (budget, actual, Estimate to Complete [ETC], and Estimate at Completion [EAC]) by WBS and OBS.

(c) Data must be submitted electronically via the PARS-II in accordance with the current version of the “Contractor Project Performance Upload Requirements” document maintained by Office of Project Management (PM). Unless PM has granted a temporary exemption, all requested data must be submitted. Data must be loaded into PARS-II no later than 11 business days before the end of each month, or as otherwise stipulated by PM, and must be current as of the previous month’s accounting period close. Reporting by the Contractor may be required earlier than CD-2, as specified by the CO.

C.10.1.4.1 Monthly Performance Report

(a) The Contractor shall submit and transmit to DOE a Monthly Performance Report representing the prior month’s performance by the 15th of each month.

(b) The Monthly Performance Report shall include a summary of overall contract performance and a separate report for each of the major work scopes and projects at the project baseline summary level.

(c) The summary of overall contract performance shall include:

(1) Key accomplishments:
   (i) Major issues, including actions required by the Contractor and DOE.
   (ii) Analysis of funds expenditure, with projections for the Project by fiscal year (FY) and life of the Contract.
   (iii) Technical scope, schedule, and cost variance analysis, including implications to near-term and long-term milestones and deliverables at risk of being missed.
   (iv) Discussion of corrective actions currently in place to address performance issues, including initiation date of corrective actions.
   (v) Information on any safety or quality matters that emerged or persisted during the reporting month.

(d) Each of the major project reports shall include:

(1) Project manager’s narrative assessment:
   (i) Significant accomplishments and progress towards completion of project goals and objectives:
      (A) Key risks and challenges
      (B) Evaluation of safety performance (including Integrated Safety Management Systems metrics and all recordable injuries, lost-time injuries, and near misses).

(2) Business structure information to demonstrate ongoing compliance with the requirements of the Section H Clause entitled, Subcontracted Work.

(3) Project Baseline Performance.

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C.10.1.5 Project Review Meetings

The Contractor shall participate in a monthly contract/project review and be prepared to address any of the information in the monthly report and other information as requested by DOE. A weekly contract or project status meeting shall be conducted at DOE's request to provide interim updates and address issues.

C.10.1.5 Cost Estimating

(a) Cost estimates shall be credible, well documented, accurate, and comprehensive.

(b) Contractor developed cost estimates form the basis of the cost baseline of the PMB and are important when evaluating proposed Contract changes. DOE uses these cost estimates for budget formulation, Contract change management, cleanup program planning, establishing a database of estimated and actual costs, and performance measurement. The Contractor shall prepare cost estimates in accordance with the requirements in Section H Clause entitled, Cost Estimating, and Section H.

C.10.1.6 Scheduling

(a) The Contractor shall support DOE and the HMESC contractor in the development and maintenance of the DOE program IMP through the use of a DOE-provided standardized coding structure. The Contractors PMB and Integrated Master Schedule (IMS) shall utilize the DOE-provided coding structure to integrate the Contractor’s activities and capital asset projects into the IMP. The IMS integrates the operations activities, capital asset projects, and other activities managed by the Contractor into one schedule. DOE will use the individual Contractor IMS from the Contractor and OHC to construct the IMP.

(b) The Contractor shall develop the IMS in accordance with the National Defense Industrial Association’s Planning & Scheduling Excellence Guide (v3.0) and EIA-748 Guidelines. The Contractor’s IMS shall be resource loaded.

(c) HMESC will lead development of the Hanford IMP for DOE.

C.10.1.7 Risk Management

(a) Successful execution of the Hanford cleanup mission requires an integrated risk management program where crosscutting risks and mitigation actions are identified, communicated, and coordinated with DOE and OHC. The conduct of risk management shall result in risk informed prioritization of program, project, and infrastructure investments that facilitates successful project execution and program management.

(b) The Contractor shall implement a risk management program in compliance with DOE O 413.3B and DOE policy entitled Requirements for Management of the Office of Environmental Management’s Cleanup Program. The Contractor shall also incorporate the principles of DOE G 413.3-7A: Risk Management Guide, and GAO-09-3SP in its risk management process.

(c) The Contractor shall submit a Risk Management Plan (RMP) to DOE for approval. The capital asset projects do not need to be standalone risk management plans and, instead, may be an appendix to the RMP. The plan shall identify the processes and procedures that will be implemented to address risk identification, qualitative risk assessment, quantitative risk analysis, risk handling, schedule risk analysis, risk monitoring and reporting, and calculating the recommended management reserve and schedule reserve required for adequate management of Contractor-controlled risk.

(d) The Contractor shall communicate its risk analysis pertaining to crosscutting decisions to DOE and OHC, including agreement as to who shall be the lead for managing each risk. These crosscutting impacts shall be quantified in terms of probability, cost, and schedule impact to the overall Tank Closure Mission, where possible.
C.10.2 Environment, Safety, Health & Quality

C.10.2.1 Worker Safety and Health

The Contractor shall develop (or adapt) and implement a Worker Safety and Health Program that complies with 10 CFR 851, Worker Safety and Health Program, and submit the program to DOE for review and approval.

C.10.2.1.1 Workplace Substance Abuse Programs

(a) The authorities and requirements for a Workplace Substance Abuse Program (WSAP) are derived from 10 CFR 707, Workplace Substance Abuse Programs at DOE Sites, and 49 CFR 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs. The WSAP is required of the Contractor, and the Contractor shall flow down this requirement to all subcontractors with personnel in testing-designated positions. HMESC will establish program requirements, provide program procedures, conduct employee and supervisory training, establish testing programs, and maintain the official WSAP records.

(b) The Contractor shall:

1. Provide a WSAP Implementation Plan to DOE for approval and review and update.

2. Comply with the requirements in 10 CFR 707, Workplace Substance Abuse Programs at DOE Sites; DOE O 350.1, Contractor Human Resource Management Programs; and 49 CFR 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs, as administered by the overall WSAP Implementation Plan.

3. Comply with the HMESC-established testing program for employees in testing designated positions. Testing designated positions are identified by the Contractor and apply to employees whose duties involve:

   (i) Access to or handling of classified information,

   (ii) Access to or handling of special nuclear material (SNM),

   (iii) High risk of danger to life, the environment, public health and safety, or national security,

   (iv) Transportation of hazardous materials to or from a DOE site.

4. Coordinate and provide drug/alcohol testing information to HMESC, as required by the HMESC program and U.S. Department of Transportation regulations.

5. Comply with the HMESC-established procedures and records management requirements for the implementation of the WSAP.

6. Comply with procedures and programs established by HMESC for education awareness on illegal substance use in the workplace, supervisory training regarding their responsibilities with impaired employees, and Employee Assistance Program services.

7. Report occurrence and/or reasonable suspicion testing regarding the WSAP to HMESC within the timeframe established by HMESC to allow notice to DOE within 4 hours from the time the testing is ordered.
C.10.2.1.2 Safety Culture

(a) The Contractor shall:

(1) Adopt and continuously improve organizational culture (Hanford Site core values and behaviors), Safety Culture, and Safety Conscious Work Environment, including implementation and utilization of programs/processes that support employees raising concerns without fear of retaliation. These programs/processes include, but are not limited to, the Employee Concerns Program, the Differing Professional Opinions Process; Ethics and Compliance Program/Process; and Alternative Dispute Resolution.

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

(3) Conduct business in a manner fully transparent to DOE. Activities are demonstrated by open, clear, and well-communicated management actions and technical and project documentation. Identified issues and trends are proactively shared with DOE.

(4) Champion a culture that promotes proactive self-identification and reporting of issues that identifies and takes action on systemic weaknesses leading to sustained continuous self-improvement.

(5) Champion a culture that emphasizes the following attributes:

(i) Demonstrated safety leadership

(ii) Risk-informed, conservative decision making

(iii) Management engagement and time in the field

(iv) Staff recruitment, selection, retention, and development

(v) Open communication and fostering an environment free from retribution

(vi) Clear expectation and accountability

(vii) Personal commitment to everyone’s safety

(viii) Teamwork and mutual respect

(ix) Participation in work planning and improvement

(x) Mindful of hazards and controls

(xi) Credibility, trust, and reporting errors and problems

(xii) Effective resolution of reported problems

(xiii) Performance monitoring through multiple means

(xiv) Use of operations experience

(xv) Questioning attitude.
C.10.2.1.3 Industrial Hygiene

The Contractor shall implement a comprehensive IH program in compliance with 10 CFR 851 and the associated regulatory and consensus standards that are incorporated by reference.

C.10.2.1.4 Beryllium Program

(a) The Contractor shall:

1. Perform work in compliance with 10 CFR 850, *Chronic Beryllium Disease Prevention Program*. The Contractor shall work with HMESC to develop and manage the integrated Hanford Sitewide Chronic Beryllium Disease Prevention Program (CBDPP) plan.

2. Provide interface with the HMESC Beryllium Health Advocate regarding management of the Hanford Site CBDPP.

C.10.2.1.5 Sitewide Safety Systems

(a) HMESC integrates and coordinates the Hanford Site safety and health standards through MSC-MP-41080, *Hanford Integrated Standards Management Plan*. The Contractor shall participate in the development and implementation of the integrated Site safety and health programs.

(b) The goal is to have integrated and standardized programs at Hanford for worker safety and health where there are similar hazards, requirements, and worker expectations. Since Hanford Site workers may perform work in facilities controlled by OHCs, safety and health are improved through integrated and standardized safety and health programs.

(c) The Integrated Site Safety and Health Programs provide standardized safe-work practices and applicable mandatory training provided by HMESC. All worker safety and health practices must be compliant with 10 CFR 851, *Worker Safety and Health Program*. MSC-MP-41080 defines the processes used to develop, implement, maintain, and revise Site Safety and Health Standards. The processes defined in MSC-MP-41080 are intended to encourage and reinforce collaboration through a consensus process among DOE, OHCs, and Bargaining Units on the Hanford Site.

(d) Although there are 10 Site standards listed in Section J, Attachment J-3, *Hanford Site Services and Interface Requirements Matrix*, service entitled *Site Safety Standards (Common Safety Processes)*, the Contractor is allowed to increase or decrease the number of Site standards with DOE approval. Discrepancies amongst the OHCs that cannot be resolved internally by the facilitator and or Integrated Sitewide Safety Systems Director must be elevated to the Senior Management Team for resolution. If the Senior Management Team cannot resolve the impasse, it is elevated to DOE for final resolution. The OHC shall adhere to the DOE decision through contract direction. The above actions do not eliminate or replace contractor internal dispute resolution processes, Collective Bargaining Agreements, or Hanford Site employee concerns programs.

(e) The Contractor shall:

1. Work collaboratively to develop and approve MSC-MP-41080.

2. Provide representatives to attend regular Site safety and health program meetings to resolve standardized safe-work practices and training needs.

3. Provide input to HMESC, as required, to ensure integration and implementation of the Site integrated and standardized safety and health programs.
C.10.2.2 Radiation Protection

(a) The Contractor shall:

(1) Develop and implement a Radiation Protection Program that complies with the requirements of 10 CFR 835, Occupational Radiation Protection, and DOE/RL-2002-12, Hanford Radiological Health and Safety Document. Utilize guidance from DOE-STD-1098-2017, Radiological Control to develop the program.

(2) Utilize the Hanford Radiological Site Services defined in Section J, Attachment J-3, Hanford Site Services and Interface Requirements Matrix, service entitled, Radiological Site Services (RSS).

C.10.2.1.6 Radioassistance Program

(a) HMESC manages the Region 8 Radiological Assistance Program (RAP), as described in DOE O 153.1, Departmental Radiological Emergency Response Assets, on behalf of DOE. The Region 8 RAP is responsible for Alaska, Oregon, Washington, and other regions, as directed by DOE Headquarters (DOE-HQ). The RAP Mission is to provide first-responder radiological assistance to protect the health and safety of the general public and the environment; assist DOE program elements, and other federal, state, tribal, and local agencies in the detection, identification, analysis, and response to events involving the use of radiological/nuclear material. The RAP provides 24-hour-a-day radiological response capabilities. The RAP teams consist of DOE and DOE contractor personnel who perform radiological assistance duties as part of their normal employment or as part of the terms of the Contract between their employer and DOE. HMESC will require augmentation of RAP Response Team personnel, equipment, and expertise, as delineated in work scope arrangements with the Contractor, OHC, or offsite vendors.

(b) The Contractor shall:

(1) Establish an agreement with HMESC detailing the specific services to be provided by the Contractor in support of the Region 8 RAP.

(2) Provide qualified personnel, technical expertise, equipment, and support to the DOE Region 8 RAP, as delineated in the inter-contractor agreement to ensure maintenance and staffing of emergency teams with the ability to respond under the direction of DOE National Nuclear Security Administration and the U.S. Department of Homeland Security.

(3) As specified in the inter-contractor agreement, adhere to the requirements established by HMESC, consistent with DOE O 153.1.

C.10.2.2 Quality Assurance

The Contractor shall submit a Quality Assurance Plan (QAP) that implements Quality Assurance (QA) program requirements identified in Section J, Attachment J-2, Table J-2.1, and Section E.1 using a graded approach for DOE approval. The graded approach shall be documented and submitted for DOE approval as a standalone document or combined with the QAP.

C.10.2.2.1 Requirements Management Program

(a) The Contractor shall:
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C.10.2.2 Procedure Management

(a) The Contractor shall:

(1) Prepare, review, approve, issue, use, and revise documents to prescribe work processes.

(2) Identify and control procedures to ensure proper use.

(b) The HMESC-provided Hanford Site Procedure Management System (Section J, Attachment J-3, "Hanford Site Services and Interface Requirements Matrix") is available for use by the Contractor.

C.10.2.3 Training

(a) The Contractor shall:

(1) Establish a training program in accordance with DOE O 426.2, "Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities," and all applicable laws and regulations. The Training Program Plan shall be submitted to DOE for approval. The program shall include a Training Implementation Matrix or training program description or plan which shall be updated annually and submitted to DOE for approval.

(2) Track employee training status and notify employees of training needs (this includes training provided by OHC, instrument vendors, and internal Contractor training). Training records shall be maintained and retrievable for current employees.

(3) Coordinate with OHC to consolidate training modules, where practicable.

(4) Ensure that its training program is configured/managed so the personnel who do not have the necessary training (e.g., not trained, not pre-qualified, etc.) are prohibited from performing the work that requires the training.

(5) Coordinate training needs through the Volpentest HAMMER Federal Training Center and the Hanford Site Training Program for Hanford Site-specific training (see Section J, Attachment J-3, "Hanford Site Services and Interface Requirements Matrix").

C.10.2.4 Environmental Regulatory Management

(a) The Contractor shall:

(1) Comply with environmental requirements and cleanup requirements under the Hanford Federal Facilities Agreement and Consent Order (TPA), DOE/RL-89-10; the Consent Decree, State of Washington v. Dept. of Energy, Case No. 2:08-cv-05085-FVS (October 25, 2010), as amended;
the Hanford Site Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) cleanup Decisions, as listed in the Hanford Site Fourth CERCLA Five-Year Review Report DOE/RL-2016-001; the Hanford Site Title V Air Operating Permit 00-05-006 Renewal 2, Rev. B; and the Washington State’s Hanford Facility Dangerous Waste Permit (WA7890008967).

(2) Execute work consistent with DOE NEPA decisions (Section J, Attachment J-2, Table J.2-2).

(3) When requested by DOE, prepare technical information required for additional NEPA analyses and/or documentation.

(4) Execute the Hanford Site environmental permitting and regulatory compliance activities per Section J, Attachment J-3, Hanford Site Services and Interface Requirements Matrix.

(5) Support DOE in responding to regulatory issues.

(6) Cooperate and coordinate when requested by DOE during enforcement actions, including tracking, trending, and evaluating actions; coordinating and integrating responses; developing a protocol with the OHC for enforcement inspections; and for resolving compliance issues.

C.10.2.4.1 Inspection Actions

(a) The Contractor shall:

(1) Interface with other contractors in providing legally and contractually required air, liquid effluent, and other media environmental monitoring data.

(2) Collect, compile, and/or integrate air and liquid effluent monitoring data from facilities assigned under the Contract.

(3) Submit an Environmental Management System (EMS) internal audit compliant DOE O 436.1, Departmental Sustainability.

(4) Every 3 years, obtain a qualified third-party audit of the Contractor’s EMS.

C.10.2.5 Conduct of Operations

(a) The Contractor shall:

(1) Establish a Conduct of Operations (CONOPS) Program using the graded approach to CONOPS requirements and attributes identified in DOE O 422.1, Conduct of Operations, for all Hazard Category 1, 2, and 3 nuclear facilities and for other than Hazard Category 1, 2, and 3 nuclear facilities. Facilities may be grouped as appropriate.

(2) Define graded approach for causal analysis and corrective actions for High, Low, and Informational Level reports, as required by DOE O 232.2, Occurrence Reporting and Processing of Operations Information, in the QAP.

(3) The CONOPS Program shall include the Contractor’s implementing process or procedure for activity level work planning and control that achieves the following goals:

(i) Applies to all facilities and is not limited to nuclear facilities and activities.
The delegations below are provided for operational flexibility. DOE retains overall authority for the
Conduct of Engineering

(a) The Contractor shall:

1. Function as the DA when appointed in accordance with DOE O 413.3B.
2. Accept delegation per DOE O 420.1C, Facility Safety, to act as owner, as it applies to industry
codes and standards.
3. Act as the National Fire Protection Association (NFPA) 70, National Electrical Code, Authority
Having Jurisdiction.
4. Develop a process to delineate which design products are stamped by a licensed professional
engineer for DOE’s approval and implement as approved.
5. Be responsible for the professional quality, technical accuracy, and the coordination of all
designs, drawings, specifications, and other services furnished by the Contractor under this
Contract.
6. Submit to DOE an IORPE review, as required by Washington Administrative Code 173-303,
Dangerous Waste Regulations.

C.10.2.7 Conduct of Engineering

(a) The Contractor shall:

1. Perform work in accordance with the safety basis for the scope of work covered by this Contract.
2. Implement a nuclear safety program that satisfies the requirements of 10 CFR 830, Nuclear
Safety Management, including Subpart A, Quality Assurance Requirements, and Subpart B,
Safety Basis Requirements.
3. Comply with the Hanford Site Services and Interface Requirements Matrix, service entitled, Hanford Site
Transportation Safety Document.

(b) The delegations below are provided for operational flexibility. DOE retains overall authority for the
Hanford Site.

C.10.2.6 Nuclear Safety

(a) The Contractor shall:

1. Submit to DOE an RFP
2. Be responsible for the design, drawings, specifications, and other services furnished by the Contractor under this
Contract.
3. Develop a process to delineate which design products are stamped by a licensed professional
engineer when appointed in accordance with DOE O 413.3B, as required by Washington Administrative Code 173-303,
Dangerous Waste Regulations.
4. Having Jurisdiction.
5. Mitigates or eliminates the hazards associated with the work.
6. Maximizes availability and reliability of facility equipment and systems.
7. Maximizes continuous feedback and improvement, including worker feedback mechanisms.

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(7) Maintain, defend, and update the Hanford Site Natural Phenomena Hazards (NPH) requirements document, HNF-SD-GN-ER-501, Natural Phenomena Hazards, Hanford Site, Washington, in accordance with the J.3b service entitled, Hanford Site Natural Phenomena Hazards, ensuring they are current and accurate estimates to inform Sitewide design and operations.

(8) Utilize the Hanford Site NPH requirements document, HNF-SD-GN-ER-501, Natural Phenomena Hazards, Hanford Site, Washington, in the design, construction, and analysis of facilities assigned to this Contract in accordance with DOE O 420.1C.

(9) Develop quarterly System Health Reports to status and trend the operability, reliability, and material condition of the active safety class, active safety significant systems, DSTs, supernate and slurry transfer lines, 242-A Evaporator, and LERF/ETF to include the following elements:

(i) A system scorecard or health score
(ii) System operational status, including key equipment availability
(iii) Maintenance backlog
(iv) Closed and outstanding corrective actions
(v) Closed and outstanding problem or adverse condition reports
(vi) System deficiencies
(vii) System performance trending
(viii) Material condition assessment, including any walkthrough results
(ix) Other significant events and issues.

C.10.2.8 Conduct of Maintenance

C.10.2.8.1 Real Property Maintenance

(a) In accordance with DOE O 430.1, Real Property Asset Management, real property assets must be sustained by maintenance, repair, and renovation activities to ensure: mission readiness; operational safety; worker health; environmental protection and compliance; security; and property preservation to cost-effectively meet program missions.

(b) The Contractor shall:

(1) Establish and document a maintenance management program for real property assigned to this Contract that includes the following:

(i) Establish a Computerized Maintenance Management System (CMMS) that provides the ability to track, capture, document, and demonstrate the real property maintenance cost expenditures at the component level.

(ii) Develop a method to determine the minimum acceptable level of condition for each asset; methods for categorizing Repair Needs (RN) deficiencies that are also classified as Deferred Maintenance (DM); management of the DM backlog; and a method to prioritize maintenance work.
The Contractor shall:

(iii) Keep existing facilities in an acceptable condition to function and sustain in the support of the current mission. This includes a management process for planning and budgeting for known, future cyclical maintenance, repair, and renovation requirements for major building components or infrastructure systems; and a mechanism to track direct and indirect funded expenditures for maintenance, repair, and renovation at the asset level.

(iv) Develop a technical and management process to align the performance, functional, and physical attributes of real property facilities, structures, systems, and components in the maintenance program with associated requirements, design, and operational information.

(v) Ensure real property asset availability for planned use or disposition using preventive and predictive maintenance and repairs.

(vi) Develop a five-year forecast (by FY) and update annually to identify financial investments for sustainment of real property assets to support DOE strategic plans, program guidance, and Departmental performance targets. Include consideration for desired level of service, remaining service life, current condition assessments, Energy Independence and Security Act energy and water evaluations, utilisations surveys, the mission dependency of the asset, and projected funding for DM reduction.

(vii) Support HMESC in the Hanford Site Condition Assessment Surveys/Condition Assessment Information System for assigned facilities, other structures and facilities, real property trailers, and real property CONEX boxes. Any issues found during condition assessments surveys will be handled in accordance with the Contractor Assurance System (CAS).

C.10.2.8.2 Nuclear Facility Maintenance

(a) The Contractor shall perform maintenance in accordance with the requirements of DOE O 433.1, Maintenance Management Program for DOE Nuclear Facilities, to minimize the likelihood and consequences of human fallibility or technical and organizational system failures.

(b) The Contractor shall:

(1) Develop and implement a Nuclear Maintenance Management Program (NMMP) using the general and specific requirements and attributes identified in DOE O 433.1 for the DOE Hazard Category 2 and 3 Nuclear Facility.

(2) Provide to DOE for approval NMMP description documents consisting of entries for each general and specific maintenance requirement and attribute of DOE O 433.1.

(3) Review, update, and obtain DOE approval of nuclear maintenance documentation demonstrating conformance at inception, when changes in conditions require changes in the documentation, and at least every 3 years or as directed by DOE (minor administrative changes and corrections or routine updates to cited documents do not require new DOE approval).

(c) An NMMP may be written to encompass both nuclear and non-nuclear facility maintenance in a single program.

C.10.2.8.3 Personal Property Maintenance

(a) The Contractor shall:
C.10.2.9 Fire Protection Program

(a) Existing Fire Protection Exemptions and Equivalencies are provided in Section J, Attachment J-2, Table J-2.2.

(b) The Contractor shall:

(1) Institutionalize and recognize the Hanford Fire Marshal’s (HFM) authority, as contained in the Authority, Responsibilities, and Duties and Enforcement section of the DOE approved HFM Charter (HNF-52336, Authority, Responsibilities, and Duties of the HFM [aka Fire Marshal’s Charter]).

(2) Ensure individuals performing testing of backflow preventers shall have a Washington State Backflow Assembly Tester certificate issued by the Washington State Department of Health.

(3) Ensure new projects and facility design, construction, and modifications involving fire systems are in accordance with Hanford Fire Protection Design Requirements (HNF-36174).

(4) Ensure all fire permits required by NFPA 1, Section 1.12, Fire Code, shall be issued by the HFM permit system. HFM permits shall be obtained and posted (or readily accessible) prior to the proposed activity or configuration.

C.10.2.10 Personal Property Management

C.10.2.10.1 Personal Property Management Program

(a) The Hanford Site Personal Property and Materials Management Program managed by HMESC is an over-arching program conducted in accordance with established DOE directives and other regulations and laws (FAR Part 52.245-1, Government Property; DEAR Part 952.245-5, Government Property).
(Cost Reimbursement, Time and Materials, or Labor-Hour Contracts; Section 1.67, Laws, Regulations, and DOE Directives; and 41 CFR 109, DOE Property Management Regulations) that enables effective and efficient stewardship of personal property assets, and optimum reuse and disposal of Federal personal property.

(b) The Contractor shall participate with HMESC in the development and execution of the Hanford Site Personal Property and Materials Management Program. The program provides for efficient tracking of accountable personal property Sitewide, management of the primary property management Sitewide database, including providing Sitewide property management reports and other related systems, central recycling, excess property dispositioning, equipment transfers and loans, and maintenance of central warehouses and associated inventory. Discrepancies amongst the contractors that cannot be resolved internally shall be resolved through the interface management process.

(c) The Contractor shall manage a Contract-specific Personal Property and Materials Management Program consistent with the Hanford Site Program and requires the following:

1. Provide a Contract-specific Personal Property and Material Management Program (Property Management System) and submit for DOE approval.
2. Work with HMESC and OHC in establishing Hanford Site Personal Property and Materials Management policies and procedures.
3. Conduct a complete, wall-to-wall, physical Contractor Controlled Inventory, including bar coding and tagging, as applicable, and provide a report to DOE.
4. Participate in Sitewide personal property borrowing and loaning activities (domestically and abroad); loans of Government property to and from non-contractors, other DOE sites, and/or other agencies.
5. Participate in the Sitewide precious metals recycling program.
6. Maintain an accurate inventory throughout the lifecycle of the Contract.

C.10.2.10.2 Disposition of Excess Personal Property

(a) When personal property in Condition Code 1, 4, or 7 (41 CFR 102-36.240) is determined by DOE to be excess to the needs of this Contract, it shall be posted on the Sitewide Excess Personal Property Bulletin Board for 7 days. If the asset is not reutilized on the Hanford Site, then the Contractor shall use HMESC for further and final disposition.

(b) The Contractor shall:

1. Manage planning, coordination, asset isolation, cleanup, preparation for removal, transfer, and other activities required to complete the transfer of targeted assets.
2. Process scrap metal, paper, wood, and recyclable materials through HMSC.
4. Disposition nuclear-related or proliferation sensitive property in accordance with the requirements of 41 CFR 109 and DOE O 474.2, Nuclear Material Control and Accountability.
C.10.2.10.3 Inventory Management

(a) The Contractor shall:

1. Manage assigned inventory warehouses. Warehouse facility operations shall provide for tracking, storage, and disbursement of inventory items.

2. Perform an annual inventory of government property within warehouse facilities assigned to this Contract.

3. Support an annual inventory with HMESC as the lead of HMESC’s convenience storage warehouse and any other shared warehouses containing TCC personal property for this Contract.

4. Maintain appropriate levels of designated supplies and emergency response-related items to ensure the timely availability of critical items.

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

6. Follow the priorities for use of mandatory government sources listed in FAR Part 8, Required Sources of Supplies and Services, prior to purchasing personal property.

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

8. Support the Hanford Site automated material systems required to provide customer access and accountability for stored items.

9. Develop, implement, and administer the TCC Spare Parts Program for this Contract in compliance with DOE O 433.1.

C.10.2.11 Real Property Asset Management

(a) In accordance with DOE O 430.1, real property must be managed in a safe, secure, cost-effective, and sustainable manner; ensure that financial investments in real property are aligned to meet DOE mission needs and requirements; and ensure the real property portfolio is appropriately sized, aligned, and in proper condition to support efficient mission execution. This also includes providing reliable FIMS information to HMESC that provides current, complete, and accurate information on real property holdings, enabling informed decision making in the planning, budgeting, operation, maintenance, and disposal of real property.

(b) The Contractor shall participate and coordinate with HMESC in strategic and tactical planning of real property short-term and long-term forecasts for this Contract and provide information to HMESC to document appropriately in master plans, Infrastructure and Services Alignment Plan (ISAP), Five-Year Site Plan (FYSP), Facility Master Plan, and other planning activities (e.g., Hanford Site Population Forecasts) being developed and maintained by HMESC.

C.10.2.11.1 Facilities Information Management System (Reporting Systems)

(a) The Contractor shall:

1. Provide to the HMESC FIMS Administrator on an annual basis, the required maintenance costs, and other data elements that need to be updated in FIMS at the asset level utilizing the captured component level maintenance data to meet the FIMS reporting requirements and timelines.
(2) Participate in the annual FIMS data validation effort, encompassing records review, onsite asset inspection, and validation of a select number of records. Support development of validation scorecard results and corrective action plan.

(3) Support HMESC to develop real property performance measurement/metrics for the Hanford Site to trend lifecycle management of real property assets.

C.10.2.11.2 General Purpose Facility Planning and Management

(a) The Contractor shall, with HMESC as the lead, participate in the Joint Contractor Space Utilization Board to:

(1) Coordinate, manage, and integrate office and warehouse needs across the Hanford Site to provide cost-effective, efficient, safe, and secure posture of real property to meet operating requirements.

(2) Evaluate the supply and demand of facilities for the Hanford Site to develop, maintain, and implement a collective strategy and objective to support and improve the effectiveness and efficiencies of facilities, as documented in the ISAP, FYSP, and Facility Master Plan.

C.10.2.12 Land-Use Planning and Management

(a) The Contractor shall coordinate with and support HMESC in a range of real property activities, such as conducting land-use planning for areas and specific parcels; conducting reviews and integrating land-use requests for new facilities, infrastructure systems, land improvements, or change of land use; conducting land management activities, including day-to-day implementation of the Comprehensive Land Use Plan (CLUP); managing land use requirements and beneficial reuse of land; and conducting real estate activities in the out-grant and disposal of real property or interests therein.

(b) The desired outcome for land-use planning and management is to perform work in compliance with the CLUP and its implementing plans and procedures, support HMESC in performing management of real property at the Hanford Site for DOE, and cooperate in the use of real property among OHC.

(c) The Contractor shall:

(1) Comply with the CLUP and associated Area and Resource Management Plans, as directed or interpreted by DOE.

(2) Provide input to HMESC to assess the need for updating the existing or developing new Area Management Plans and Resource Management Plans.

(3) Ensure that land use actions related to this Contract do not impede safety or completion of OHC projects on the Hanford Site.

(4) Provide necessary data and information to HMESC for performing Hanford Site Land-Use Planning and Management and for the development, maintenance, and implementation of an integrated, comprehensive Land Management Tracking and Documentation System.

(5) Maintain real property assets and identify corrective actions for deficiencies in land use. Document and track deficiencies until corrective actions are completed.

(6) Participate in the Site Selection and Evaluation and Excavation Permit Processes managed by HMESC.
(7) Provide land-use planning and management information to HMESC for the Stewardship Information Portal and the integration of data from data systems, including but not limited to:

(i) Ecological Information System

(ii) Waste Information Data System and Wells

(iii) Stewardship Information System

(iv) Real Estate Records

(v) Borrow Pits

(vi) Site Evaluations

(vii) Site Excavation Permits

(viii) FIMS

(ix) CAS

(x) Hanford Structure Responsibility Assignment Matrix

(xi) Caretaker II

(xii) Chemical Information Tracking System

(xiii) Hanford Fire Occupancy Permits.

C.10.2.13 Closure and Post-Cleanup Surveillance and Maintenance

(a) The Contractor shall complete safe and effective transition for areas where remediation has been completed to post-cleanup Surveillance and Maintenance (S&M).

(b) The Contractor shall:

(1) Complete all activities required to transition areas where waste site remediation and facility Deactivation, Decontamination, Decommission, and Demolition (D4) has been completed in accordance with regulatory requirements to the Hanford Post-Cleanup S&M Program.

(2) Submit for DOE approval a Post-Cleanup S&M Plan that provides the proposed approach and criteria to be met for post-cleanup S&M.

(3) Submit for DOE approval Remedial Action Reports (RAR) for each of the areas described in DOE/RL-2010-35, Hanford Long-Term Stewardship Program Plan. The RARs shall document the completion of interim remedial action for each area.

(4) Support the conduct of a closure review with HMESC to confirm that documentation of waste site closure is consistent with the CERCLA ROD and no further action is needed to protect HHE by final RODs. This review shall also capture any interface control requirements included under the LTS Institutional Control Program.

(5) Work with HMESC, as necessary, to prepare and provide the necessary documentation, and participate as part of the Integrated Project Team to transition each of the cleaned up areas into the post-cleanup S&M Program and, ultimately, to the Office of Legacy Management. The transitions shall be performed in accordance with DOE/RL-2010-35.
C.10.2.14 Information Management

Strategic Planning, Governance, and Enterprise Architecture

(a) The primary goal of the Strategic Planning, Governance, Enterprise Architecture, and Program Management scope of work is to enable the successful execution of the Hanford Site mission and associated activities by providing effective, efficient, innovative Information Management (IM) and Information Technology (IT), maintenance of Hanford Site technical data in support of regulatory decision-making and LTSS.

(b) The Contractor shall participate in a Governance Advisory Board (Board) composed of key senior IT managers (Contractor, OHC, and DOE) and stakeholders subject to the approval of the DOE Federal Chief Information Officer (CIO). The Board will provide policy guidance (e.g., analyses to be used by the government to develop policy), advice, and assistance in the definition, design, and implementation for the IT Program. In addition, the Board serves as the core group providing advocacy for IT services and business and technology infrastructure across the Hanford Site. The governance function will work to foster full integration between the Hanford Enterprise Architecture and Capital Planning and Investment Control (CPIC) processes, including the strategic planning, investment management, and portfolio management. The Board serves as the focal point for the development and coordination of Hanford Sitewide policy and guidance, including standards and best practices for IT services and infrastructure. This team is responsible for establishing common terminology definitions and frameworks, including policies, standards, processes, and procedures.

(c) The Contractor shall execute this Contract in accordance with OMB Circular A-130, Management of Federal Information Resources, and provide detailed input into the ongoing CPIC process, including but not limited to, IT investment cost, schedule, and risk. This also includes responding to occasional data calls for more detailed IT investment and performance information.

(d) IM Strategic Planning and Enterprise Architecture: The Contractor shall ensure participation in the Board sufficiently demonstrates engagement in Strategic Planning and Enterprise Architecture.

(e) Hanford Site IM Standards: Site IM standards are managed through DOE or a separate DOE or contractor via the Board. The Contractor shall adhere to established Hanford Site IM standards.

C.10.2.14.1 Information Management - Technical

(a) In addition to the IM services provided via Section J, Attachment J-3, Hanford Site Services and Interface Requirements Matrix, certain other requirements apply generally to all OHCs.

(b) The Business Management System (BMS) is a collection of various enterprise IM investments that provide core business functions, such as Enterprise Resource Planning (including business intelligence, human resources, supply chain, finance, work management, and other related functions) BMS is managed through DOE or a separate DOE integration contractor (e.g., HMSC). In accordance with the business and mission requirements outlined in this and other sections of the Contract, the Contractor shall utilize BMS information systems and services, as necessary and sufficient, to support Enterprise Resource Planning and other business functions.

(c) For infrastructure and other Contractor-proposed systems not mentioned elsewhere in this Contract but deemed mission essential, the Contractor shall provide the full lifecycle management for approved systems. The systems shall be compatible with other systems utilized by DOE.
(d) The Contractor shall comprehensively identify its Supervisory Control and Data Acquisition (SCADA) Systems/Industrial Control Systems (ICS) and feed this information into the Business Impact Assessment Process conducted by DOE or DOE integration contractors. The Contractor shall extend and integrate IT practices, programs, procedures, and requirements (e.g., engineering, configuration management, governance, architecture, cyber security, etc.) to its SCADA/ICS. Specialized cyber engineering services are available in Section J, Attachment J-3, Hanford Site Services and Interface Requirements Matrix.

(e) The Contractor will have access to DOE or DOE integrator contractor managed software assets covering many common business and mission needs. More details can be found in Section J, Attachment J-3, Hanford Site Services and Interface Requirements Matrix.

C.10.2.14.2 Government-Furnished and Other Available Software

(a) The Contractor will be provided access to the software systems listed in Section J, Attachment J-11, Government-Furnished Services and Information, and other software systems, as may be necessary to coordinate information exchange with customers and interface partners.

(b) The Contractor shall:

1. Where applicable, use the software systems listed in Section J, Attachment J-11, Government-Furnished Services and Information. The Contractor is not responsible for any updates of listed software except where noted.

2. Regarding software engineering and development, bring software development needs to the attention of the Governance Advisory Board, as found in Section J, Attachment J-3, Hanford Site Services and Interface Requirements Matrix.

3. Provide any additional databases and software programs they deem necessary to manage staff training requirements, facility equipment, analytical data, compliance with environmental regulations, and protection of the safety and health of its employees, in accordance with the strategic planning and governance provided above.

4. Ensure that all software meet the QA Requirements of their software QAP.

C.10.2.14.3 Government-furnished Services and Information

(a) The Contractor will be provided with some programs and services to accomplish its mission. A detailed listing of services and information is given in Section J, Attachment J-11, Government-Furnished Services and Information.

(b) The GFS/I included in this Contract are for the first year of this Contract term. DOE is committed to providing effective support to the Contractor throughout the period of Contract performance, and the Contractor may request that DOE consider providing additional GFS/I, To manage the GFS/I furnished under this Contract, and to evaluate the additional GFS/I that may be required by the Contractor, the Contractor shall submit for DOE approval:

1. GFS/I Request: Twelve-month advance projection of GFS/I to be furnished under the Contract and additional Contractor-requested GFS/I, prior to each FY, for DOE approval.

2. GFS/I Request—Update: Quarterly update to the projection of GFS/I to be furnished under the Contract and additional Contractor-requested GFS/I, prior to each quarter, for DOE approval.
(c) DOE will review the 12-month and quarterly advance projections. If DOE can support the additional Contractor-requested GFS/I, DOE will notify the Contractor within 30 days that the additional Contractor-requested GFS/I can be provided, and will provide the Contractor details regarding DOE action(s). The supported GFS/I will be added to Section J, Attachment J-11, Government-Furnished Services and Information, by Contract modification. If DOE cannot support a Contractor request, DOE will notify the Contractor within 30 days that the requested GFS/I cannot be provided, and will provide the Contractor details regarding DOE requirements, responsibilities and funds. The scope includes developing a strategy for lifecycle management of records, including inventory and schedule management, vital records, restoration, preservation for litigation actions, major collection management, and long-term records storage.

(d) For the additional Contractor-requested GFS/I, DOE will use its best efforts to meet these requests; however, in the event that DOE is unable, for any reason, to provide the Contractor with its requested additional GFS/I, the Contractor remains fully and solely responsible for obtaining the needed services and/or information in a timely manner and without any further recourse against DOE.

C.10.2.14.4 Records

(a) Records Management is a key component of documenting the Hanford Site’s legacy, compliance, cleanup progress, and decisions. It is essential that the Contractor maintain and manage records to ensure adequate and proper documentation of work accomplishments and document DOE stewardship of federal responsibilities and funds. The scope includes developing a strategy for lifecycle management of records, including inventory and schedule management, vital records, restoration, preservation for litigation actions, major collection management, and long-term records storage.

(b) The Contractor shall:

1. Conduct Records Management in accordance with 44 USC Chapters 21, 29, 31, 33, and 35; 36 CFR, Subchapter B (Chapter XII), Records Management; the current DOE Records Management Program and Vital Records Orders in Section J, Attachment J-2, Requirement Sources and Implementing Documents, and any other DOE requirements, as directed by the CO. These functions include, but are not limited to:

   (i) Tasks associated with creation/receipt, maintenance, storage/preservation, protecting, scheduling, indexing, and dispositioning of active and inactive records.

   (ii) Retrieving records from on-and offsite storage facilities.

   (iii) Supporting new and ongoing Freedom of Information Act (FOIA), Privacy Act, Energy Employees Occupational Illness Compensation Program Act (EEOICPA), Former Worker Medical Screening Program, CBP, congressional inquiries, litigation holds, and legal discovery requests to ensure that records in Electronic Information Systems can provide adequate and proper documentation for as long as the information is needed.

2. Ensure records generated in the performance of the Contract containing personal information routinely retrieved by name or other personal identifier are classified and maintained in Privacy Act System of Records (SOR) in accordance with FAR 52.224-2, Privacy Act (Apr. 1984), and DOE O 206.1, Department of Energy Privacy Program.

3. Preserve and disposition records in accordance with National Archives and Records Administration-approved records disposition schedules.

(Note: Records Retention Standards are applicable for the classes of records described therein, whether the records are owned by the Government or the Contractor [DEAR 970.5204-3].)

(c) All records (see 44 USC 3301 for statutory definition of a record) acquired or generated by the Contractor in performance of this Contract, except for those defined as Contractor-owned (see Section I, DEAR 970.5204-3, Access to and Ownership of Records) and including, but not limited to, records from a predecessor contractor (if applicable) and records described by the Contract as being maintained in Privacy Act SORs shall be the property of the Government.

C.10.2.14.5 Electronic Records Management System

(a) The only certified Electronic Records Management System on the Hanford Site is the Integrated Document Management System (IDMS) based on the OpenText content server product, administered and maintained by HMESC.

(b) IDMS shall be used as the repository for electronic records unless a replacement system is implemented.

(c) The Contractor shall develop and implement a plan, subject to approval by DOE, to manage the Contractor’s records in IDMS.

C.10.2.14.6 Hanford Radiological Records Program

(a) The Hanford Radiological Records Program provides for the management and preservation of current and former radiation monitoring records for DOE (and predecessor agencies) employees, Hanford Site contractors, subcontractors, and visitors, including records of existing and past Hanford Site Radiation Dosimetry policies and practices, to demonstrate compliance with radiation exposure requirements.

(b) The Contractor shall utilize the HMESC Hanford Radiological Records Program (Section J, Attachment J-3, Hanford Site Services and Interface Requirements Matrix, service entitled, Radiological Site Services [RSS]).

C.10.2.14.7 Other Information Management J-3 Services

(a) The Contractor shall:

(1) Acquire services necessary for mission performance in accordance with Section J, Attachment J-3, Hanford Site Services and Interface Requirements Matrix.

(2) Regarding software engineering and development, bring software development needs to the attention of the Governance Advisory Board as found in Section J, Attachment J-3, Hanford Site Services and Interface Requirements Matrix.

C.10.2.15 Contractor Assurance System

(a) The CAS covers the full scope of contractor operations and is applied to all operating and business functions, including systems for the protection of the worker, public, environment, property, business, and financial matters.

(b) The Contractor shall:
(1) Develop and implement an effective CAS that complies with DOE O 226.1, Implementation of Department of Energy Oversight Policy.

(2) Participate in the CAS Forum for the purposes of: development, approval and maintenance of the Sitewide Assurance Systems Approach Document for the purpose of identifying and describing approaches; benchmarking best practices; consolidating contractor feedback, and managing workflow configuration alignment among DOE, HMESC, and other participating prime contractors.

(3) Develop and implement appropriate workflow applications using the HMESC-provided software.

(4) Develop and submit an implementation plan to DOE that aligns CAS elements and implementing procedures with the Sitewide Assurance Systems Approach Document and HMESC-provided software.

C.10.3 Security and Emergency Services

The Contractor shall ensure the protection of DOE assets by implementing DOE and HMESC requirements for Site-wide Emergency Services, and Emergency Operations.

C.10.3.1 Safeguards and Security Management

C.10.3.1.1 Safeguards and Security Program Management

(a) The Contractor shall coordinate and interface with HMESC and its subcontractors who provide SAS services (e.g., Hanford Site access control, security police officers, and vulnerability analysis).

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

C.10.3.1.2 SAS Program Planning, Oversight, and Administration

(a) The Contractor shall identify and coordinate their SAS operational planning activities with HMESC operational planning activities on a Hanford Site-wide basis.

(b) The Contractor shall provide SAS technical, cost, and schedule performance information to HMESC.

C.10.3.1.3 Security Conditions

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

(b) The Contractor shall comply with any protective measure requirements that are implemented in the event of a crisis or emergency and/or in response to a malevolent or terrorist threat to any or all DOE facilities, assets, and personnel.

C.10.3.1.4 Site Safeguards and Security Plan and Other SAS Plans

The Contractor shall provide information to HMESC, which includes Site-specific assets and security interests, in support of maintaining the Hanford Site Security Plan and other SAS plans. The Contractor shall comply with the Hanford Site Security Plan and other approved SAS Plans.
C.10.3.1.5 **Vulnerability Assessments**

The Contractor shall provide the necessary operational and technical expertise in support of the preparation of vulnerability assessments, security analyses, and special SAS studies and evaluations, as identified by HMESC for the Hanford Site.

C.10.3.1.6 **Design Basis Threat**

The Contractor shall implement SAS actions, procedures, and/or processes, as assigned by DOE, that are necessary to comply with DOE design basis threat (DBT) requirements. Overall DBT implementation actions and/or plans shall be consolidated and prepared by HMESC and approved by DOE.

C.10.3.1.7 **Performance Assurance**

The Contractor shall provide information to HMESC to support preparation of the Hanford Site-wide Performance Assurance Program Plan, as part of the Hanford Site Security Plan.

C.10.3.1.8 **Surveys, Reviews, and Assessments**

(a) The Contractor shall provide operational and technical expertise, when requested, to support SAS surveys, reviews, assessments, and/or SAS performance tests (e.g., force-on-force exercises) that are conducted by HMESC and/or DOE for SAS program elements.

(b) The Contractor shall conduct formal self-assessments at intervals consistent with risk management principles and/or as directed by the DOE cognizant security office.

(c) The Contractor shall identify, implement, and close corrective actions for TCC deficiencies in accordance with the SAS corrective action management programs and applicable DOE requirements. The Contractor shall coordinate with HMESC on the input of information into various SAS tracking databases for findings identified in self-assessments, DOE periodic SAS surveys, and by other outside sources in the SAS Program.

C.10.3.1.9 **Facility Clearance and Registration**

The Contractor shall submit all required information to HMESC for facility clearance and registration actions.

C.10.3.1.10 **SAS Training**

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

C.10.3.1.11 **SAS Awareness**

(a) The Contractor shall:

1. Comply with the requirements of the Hanford Security Awareness Program.
2. Maintain awareness of Hanford Site-wide security issues/topics and incorporate them into the Contractor’s internal practices and procedures, as appropriate.
3. Implement supplementary SAS awareness activities and/or briefings (e.g., at staff and safety meetings across the Hanford Site) in coordination with Site-wide policies.
C.10.3.1.12 Classified Visits

The Contractor shall submit required information to HMESC for classified visits and comply with the requirements of the approved Site Security Plan managed by HMESC. The Contractor’s Classified Visits procedures shall ensure that only persons with the appropriate access authorizations and need-to-know receive access to classified information or matter in connection with visits involving the release or exchange of classified information or matter.

C.10.3.1.13 Equivalencies and Exemptions

(a) The Contractor shall:

(1) Identify, evaluate, and submit equivalencies and exemptions to SAS requirements to DOE.

(2) Coordinate with HMESC prior to submitting equivalencies and exemptions to DOE. Equivalencies and exemptions requests shall be applicable and unique to the project/program scopes of work and submitted only when other means to meet requirements would not meet DOE SAS program objectives.

C.10.3.1.14 Incidents of Security Concern

(a) The Contractor shall:

(1) Develop and implement procedures and processes consistent with DOE requirements for addressing incidents of security concern.

(2) Provide information and facility access to HMESC for investigation of security incidents.

(3) Develop and implement corrective actions.

(4) Provide information to HMESC to support administration of the Hanford Site Security Infraction Program.

C.10.3.2 Physical Security

(a) The Contractor shall:

(1) Comply with HMESC security plans and DOE security plans/requirements.

(2) Support HMESC in developing or updating facility asset protection agreements for TCC facilities and conduct operations consistent with the agreements.

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

(4) Be responsible for all facility security costs, including capital investments and maintenance, except for sensors or equipment that is a component of a security system (for example, a communication cable from a sensor to a central processing unit). HMESC is responsible for security system-specific costs.
C.10.3.2.1 Protective Forces

(a) HMESC provides Protective Forces (e.g., armed personnel, specialized equipment, and tactical procedures) to protect DOE assets, including people and property on the Hanford Site. HMESC is responsible for the protective force activities; however, many areas (e.g., information about the facility, reporting about events in the facility, and access to the facility) of facility operations management shall require cooperation and/or support from the Contractor.

(b) The Contractor shall:

- Support and integrate operational/business activities in conjunction with HMESC Protective Forces in use at Hanford for the physical protection of SNM, classified materials, industrial assets, and mitigation and deterrence of radiological and toxicological sabotage events.
- Manage TCC activities consistent with DOE-RI approved risk and vulnerability assessments, the Hanford Site Security Plan, and other security plans and facility asset protection requirements coordinated by HMESC that involve the use of Protective Forces.

C.10.3.2.2 Information Security

(a) The Contractor shall ensure that appropriate resources are applied and processes are developed to integrate and comply with the Hanford Site Security Plan and DOE requirements for the identification and protection of sensitive and classified information and matter. The scope shall include, but is not limited to, Classification, Classified Matter Protection and Control, Controlled Unclassified Information Management (e.g., Official Use Only [OUO]), Unclassified Controlled Nuclear Information (UCNI) and Operations Security (OPSEC).

(b) The Contractor shall ensure that all sensitive and classified information is protected and controlled commensurate with its classification level, category, and applicable caveats.

C.10.3.2.2.1 Operations Security

(a) The Contractor shall:

- Participate in and support Hanford Sitewide OPSEC Working and Awareness groups and perform the necessary management and support functions required for an effective OPSEC program.
- Provide support to HMESC OPSEC assessments of all Hanford Site facilities having Category I SNM and OPSEC reviews of all Hanford Site facilities that have the potential to process or store classified or controlled unclassified information.
- Support the annual Site OPSEC threat assessment and preparation of the annual OPSEC plan.
- Conduct website reviews for OPSEC purposes.
- Review information generated for this Contract for critical information.
- Assist HMESC and/or DOE in the development of indicators and countermeasures.

C.10.3.2.2.2 Classified Matter Protection and Control

(a) The Contractor shall:
(1) Develop and maintain a system of procedures, facilities, and equipment to identify, protect, and control classified matter that is being generated, received, transmitted, used, stored, reproduced, or destroyed in accordance with DOE directives.

(2) Be responsible for asset protection reviews for facilities that contain classified matter and, in conjunction with HMESC, maintain an updated list of security containers, locations, and custodians.

(3) Continuously reduce unneeded classified matter, and report and support investigation of any and all potential or actual compromise of classified information.

C.10.3.2.2.3 Classification and Unclassified Controlled Nuclear Information Program

(a) The Contractor shall:

(1) Nominate a sufficient number of Derivative Classifiers and Reviewing Officials to be trained and approved by HMESC.

(2) Have appropriate classification and/or UCNI topical guidance available to organizations that are potential generators of classified and/or UCNI information.

(3) Provide for receipt and storage of classified documents from HMESC Classified Document Control Center.

(4) Interface with HMESC and OHC management, as necessary, to inform employees of subject areas of a sensitive and/or potentially classified nature.

C.10.3.2.2.4 Controlled Unclassified Information

(a) The Contractor shall:

(1) Manage and implement a Controlled Unclassified Information Program, consistent with the common Hanford Site-wide OUO information program policies.

(2) Provide OUO education and awareness for all staff.

(3) Review TCC documents to be released to the public or assigned a formal document number for OUO content.

C.10.3.2.2.5 Critical Infrastructure

The Contractor shall maintain TCC information systems that are critical to the Hanford Site mission and shall protect these systems from internal and external threats in conjunction with the HMESC SAS program.

C.10.3.3 Personnel Security

The Personnel Security function for Hanford involves processing requests for employee security clearances and non-cleared Homeland Security Presidential Directive (HSPD)-12 credentials, enrollment, and maintenance of employees in the Human Reliability Program (HRP), and foreign nationals for visits and assignments. HMESC manages and conducts a centralized Personnel Security program for the Hanford Site on behalf of DOE.
C.10.3.3.1 Badging and Access Authorization (Clearance) Processing

(a) The Contractor shall:

(1) Request and obtain personnel security clearances and badges, including “Special Access” from HMESC. The Contractor shall support HMESC in downgrading and terminating clearances, as required.

(2) Support HMESC processes for obtaining security badges, keys, proximity cards, etc., from terminating employees and removing such individuals from automated access control systems.

(3) Provide pre-employment/pre-clearance suitability investigations information to HMESC for TCC prospective and current employees.

C.10.3.3.2 Human Reliability Program

(a) The Contractor shall:

(1) If needed, before proposing a position for HRP, perform analysis to validate the HRP requirements consistent with 10 CFR 712, Human Reliability Program.

(2) Submit a request to HMESC for enrollment in the Hanford Site HRP program for personnel occupying those positions.

(3) Support and/or provide personnel information, training, and administration needs to HMESC in the management of the HRP program for the Contractor’s enrolled HRP personnel.

(4) Take personnel actions, as necessary, based on HRP test results provided by HMESC.

C.10.3.3.3 Unclassified Foreign National Visits and Assignments

(a) The Contractor shall:

(1) Notify HMESC of potential foreign visitors or employees, and prepare and submit security plans to HMESC for foreign national visitors to the Hanford Site before approval of the visit/assignment.

(2) Require Foreign National Visits and Assignments (FNVA) training for Contractor personnel who host FNVAs.

(3) Conduct the FNVA in compliance with approved security plans.

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

C.10.3.3.4 Foreign Travel

The Contractor shall administer Official Foreign Travel in accordance with the most current Contract Requirements Document (CRD) for DOE O 551.1, Official Foreign Travel, including submittal of projections of potential foreign travel, and all official foreign travel request packages to DOE for review and subsequent submittal to DOE-HQ for approval in accordance with established timeframes, prior to any official foreign travel.
C.10.3.4 Nuclear Material Control and Accountability

(a) The Contractor shall maintain control and accountability of accountable nuclear material (i.e., Other, Source, and SNM) in various locations on the Hanford Site. Controls shall be appropriate for the nuclear material attractiveness and quantities, as described in DOE requirements (e.g., Category IV, highly radioactive Spent Nuclear Fuel, to Category I, quantities of plutonium in a variety of chemical forms and isotopic amounts). HMESC manages and conducts a centralized Material Control and Accountability (MC&A) program for the Hanford Site on behalf of DOE.

(b) The Contractor shall perform the following MC&A functions:

1. Assign an individual that will serve as the Contractor’s MC&A single point-of-contact, independent of line operations, with responsibility and authority to affect implementation of MC&A requirements. This individual shall work with the Hanford Site MC&A Management Official within HMESC to provide oversight of accountable nuclear material in possession of the TCC.

2. Support HMESC in preparation and maintenance of a Hanford Site MC&A Plan, administration of treaty-related activities (e.g., International Atomic Energy Agency), performance of safeguards occurrence investigation and reporting, and scheduling of periodic inventories consistent with the Contractor’s project work schedules.

3. Identify personnel requiring MC&A training provided by HMESC and coordinate training schedules with HMESC.

4. Conduct on-the-job MC&A training specific to TCC facilities and systems.

5. Request the following from HMESC:

   (i) Final authorization to move, ship, process, or store nuclear materials, including approval of shipper/receiver plans.

   (ii) Final approval of Material Balance Area (MBA) custodians.

   (iii) Final determination of MBA categorizations.

   (iv) Final approval of MC&A related implementing procedures.

6. Respond to HMESC or DOE calls related to the MC&A program.

(c) The Contractor’s MC&A program shall include coordinating and integrating all aspects of implementation with HMESC. The Contractor shall use HMESC for, but not limited to:

1. MC&A requirement interpretation with overall responsibility for the MC&A program;

2. Training and qualification of all personnel performing MC&A functions (with the exception of specific facility/system on-the-job MC&A training);

3. Nuclear materials accounting and reporting requirements for all nuclear materials both active and inactive (e.g., “V-RIS”) and be responsible for the official nuclear material inventory, including discrepancy reconciliation;

4. Statistical services;
C.10.3.5 Telecommunications

The Contractor shall comply with Hanford Site procedures and policies regarding activities involving Communications Security, protected distribution systems, and TEMPEST/Transmission Security programs of Telecommunications Security.

C.10.3.6 Emergency Services

C.10.3.6.1 Fire Services

(a) HMESC manages and conducts fire services for the Hanford Site. This includes wild land fire, structural fire, and ambulance emergency response. Activities such as hazardous material and chemical/biological/radiological emergency response, pre-fire planning, Site-wide respiratory protection services, and testing and maintenance of life safety fire protection systems in designated facilities are also included.

(b) The Contractor shall support facility access to HMESC fire services personnel and notify the Hanford Fire Department of work activities, events, and incidents that may require Fire Services’ involvement and/or response (e.g., medical assistance, hazardous or radiological emergency help, etc.).

C.10.3.7 Emergency Operations

C.10.3.7.1 Emergency Management Program

(a) HMESC establishes and maintains a centralized Emergency Operations Program and the Hanford Site-wide Emergency Preparedness (EP) Program for the Hanford Site on behalf of DOE-RL. The EP Program is responsible for the Hanford Emergency Operations Center, develops and maintains emergency plans and procedures, performs hazard surveys and assessments, reviews hazard assessments for all facilities at Hanford, and supports Hanford Site-wide EP training and drills.

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

C.10.4 Interactions

C.10.4.1 External Affairs

(a) The Contractor shall establish and maintain an External Affairs/Public Affairs program that provides timely responses to DOE requests for information and assistance, outreach to keep external constituencies informed about work under the Contract, an effective Hanford website, and integrated and effective Site tour planning.

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

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

(d) The Contractor shall:

1. Submit an External Affairs/Internal Communications Program Description for DOE approval that provides a comprehensive description of the External Affairs Program, staffing, products, and services with an emphasis on innovative approaches to communications.

2. Submit responses to information requested by DOE in compliance with FOIA and Privacy Act requirements.

3. Develop, plan, and coordinate proactive approaches to dissemination of timely information regarding DOE unclassified activities, with an emphasis on innovative approaches to communications. The Contractor shall implement this responsibility through coordination with DOE in such a manner that the public, whether it is the media, citizens' groups, private citizens, or local, state, or federal government officials, has a clear understanding of DOE activities at the Hanford Site.

4. Work with DOE to inform and involve the Tribal Nations, as part of cleanup decision-making processes in accordance with the DOE American Indian and Alaska Native Tribal Government Policy and Implementation Guidance. Support and coordinate with DOE on the ongoing technical staff interactions to ensure that affected tribes can be involved early and often in proposed plans and activities.

5. Participate in and attend citizen advisory board activities in support of DOE and specific to scope of overall Contract work.

6. Provide strategy and resources for required public comment and outreach processes related to upcoming decision making (e.g., NEPA and CERCLA).
(7) Participate in tour planning and preparation, and make facilities and personnel available as requested by DOE. Visits to the project sites shall be part of ongoing communication and outreach activities.

(8) Provide HMESC with current information related to the Contract scope to maintain the external Hanford Site Website.

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

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

(11) Receive DOE approval prior to externally releasing information related to the Hanford Site.

(c) These interfaces shall be in coordination with DOE: media, members of the U.S. Congress and their staffs, Tribal and community leaders, and a wide variety of stakeholders and local Governments.

C.10.4.2 External Review and Support

(a) The Contractor shall provide support to DOE and HMESC in hosting the DNFSB, GAO, Office of Inspector General, and other Government and DOE oversight staff from auditing and assessing organizations, providing required presentations, preparing DOE responses, responding to information requests, and by providing required SMEs to respond to questions and information requests.

(b) The Contractor shall also support the following:

(1) Providing access to work areas, personnel, and information, as necessary.

(2) In coordination with DOE audit liaisons, providing support during audits and assessments, including delivering information within a specified time, arranging briefings, preparing presentation materials, and maintaining a record of documents provided in response to requests.

C.10.5 Hanford Site Interface Management

(a) The Contractor shall establish and maintain an interface management function in coordination with OHC to collaborate and work cooperatively to improve mutual understanding and seek resolutions in the best interest of the Government and the Hanford Site mission.

(b) Interface Management is a key Site function for effective and efficient delivery of services between contractors on the Hanford Site. The role of Interface Management is to solve issues in the best interest of the Government at the lowest level possible in the respective organizations.

(c) The Contractor shall initially adopt existing interface agreements and then appropriately document, execute, and manage interfaces and agreements made with OHC, DOE, and other Site users in accordance with Section 1. Attachment 1-3, Hanford Site Services and Interface Requirements Matrix, the Section H Clause entitled, Hanford Site Services and Interface Requirements Matrix, and other documented interfaces. Changes to those agreements, processes, and work schedules, as related to interface management, shall be executed per this PWS and Section H Clause entitled, Hanford Site Services and Interface Requirements Matrix.
C.10.6 Business Performance Requirements

The scope of this section includes activities such as Business Administration, Internal Audit, Employee Concerns Program (ECP), and other general performance requirements. The Contractor shall develop, implement, and maintain the required plans and actions in accordance with the laws, regulations, and DOE directives applicable to each of the scope areas described in this section and have optimized these services through an integrated planning approach.

C.10.6.1 Business Administration

(a) The Contractor shall establish and maintain cost-effective internal business administration that enables good business decisions, sufficient resources to manage the Contract activities, and a cooperative and (as appropriate) collaborative working relationship with OHC, stakeholders, and DOE.

(b) The Contractor shall provide the management expertise, leadership, and business administration processes (e.g., administration of market-based employee benefits, independent oversight, legal) and
The Contractor shall:

- Establish and maintain an Employee Concerns Program (ECP) that effectively addresses, resolves, and prevents recurrence of employees' concerns.
- Conduct internal audits of the ECP to ensure it is compliant with the requirements of DOE Order 442.1A, the Department of Energy Employee Concerns Program, and the Section I clause of the contract. These audits should be conducted annually or at other intervals as directed by DOE.
- Provide annual Subcontract Audit plans for CO approval, detailing planned audits to be performed.
- Provide annual Internal Audit plans for CO approval, which lists planned audits to be performed.
- Ensure the systems of controls employed by the Contractor are audited, documented, and maintained over the life of the contract. This includes sampling of costs claimed to be allowable under the contract, at least annually.
- Conduct internal audits and examination of the records, operations, management systems, and controls employed in programs and administrative areas, including subcontractor costs and the transactions with respect to costs claimed to be allowable under this Contract, at least annually. Ensure the systems of controls employed by the Contractor are audited, documented, and satisfactory to the CO. Up to eight (8) additional audits shall be conducted based on risk analysis, including input from DOE. The results of such audits, including the working papers, shall be submitted or made available to the CO or a Contracting Officer’s Representative. The Contractor shall include this requirement in cost-reimbursement subcontracts (time and materials, labor hour, cost plus for non-fixed price contracts) with an estimated cost exceeding $5 million and expected to run for more than 2 years, and other cost-reimbursement subcontracts as determined by DOE.

C.10.6.3 Employee Concerns Program

- The Contractor shall establish and maintain an ECP that effectively addresses, resolves, and prevents recurrence of employees’ concerns.
- In addition, the Contractor shall establish and maintain an ECP that complies with CRD O 442.1A, Department of Energy Employee Concerns Program.
- The Contractor shall:
  1. Accept, for resolution, existing employee concerns unresolved at the close of the initial Contract transition period.
  2. Participate in the chartered Sitewide ECP committee.
(3) Assist DOE in the resolution of employee concerns in a manner that protects the health and safety of both employees and the public and ensures effective operation of DOE-related activities under their jurisdiction.

(4) Conduct an annual self-assessment to measure the effectiveness of the ECP and implement corrective actions, as necessary.

(5) Provide timely notification to DOE of significant staff concerns or allegations of retaliation or harassment.

### Outgoing Contract Transition

**C.10.6.4**

(a) The Contractor shall ensure a smooth transition of work scope to OHC to avoid disruptions that could impact accomplishing the Hanford Site mission.

(b) At the completion of the Contract, or portion(s) of the Contract, the Contractor shall cooperate with DOE and assist the incoming contractor(s) to facilitate an overall effective and seamless Contract transition.

### Usage-Based Services to Be Provided to Other Hanford Contractors

The Contractor shall provide the services identified in the Interface Requirements Matrix (Section J, Attachment J.3, *Hanford Site Services and Interface Requirements Matrix*). Changes to the matrix shall be signed showing approval by the Contractor and OHC.
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Part I – The Schedule

Section H

Special Contract Requirements
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H.1 DOE-H-2013 Consecutive Numbering (Oct 2014)

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

Contractor Human Resource Management Clauses

H.2 DOE-H-2002 No Third Party Beneficiaries (Oct 2014)

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

H.3 Definitions

For purposes of H Clauses entitled, Workforce Transition and Employee Hiring Preferences, DOE-H-2001, Employee Compensation: Pay and Benefits (Oct 2014), and Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits, the following definitions are applicable (unless otherwise specified):

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

(b) “Contract Transition Period” means the 60-day transition as defined in Section F of this Contract.

(c) “Incumbent Contractor” means Washington River Protection Solutions LLC (WRPS).

(d) “Incumbent Employees” means employees who are employees of WRPS.

(e) “Non-Incumbent Employees” are employees other than Incumbent Employees.

(f) “Hanford Site Pension Plan (HSPP) Eligible Employees” are employees who, based on prior employment and the terms of the HSPP, are eligible to participate, or to return and participate in the HSPP and accrue Benefit Service as defined in the HSPP.

(g) “Non-HSPP Eligible Employees” are employees who do not meet the definition of HSPP Eligible Employees as described in paragraph (F) above.

(h) “Initial Notice to Proceed (NTP)” means the authorization issued by the CO for the Contractor to start Incoming Transition performance of this Contract.

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

The Contractor and its subcontractors shall maintain and develop trained and qualified personnel to perform the work scope included in Section C, consistent with applicable law, and the terms of this Contract, including the paragraphs set forth below. Means of maintaining and developing a trained and qualified workforce may include, but are not limited to, the utilization of apprentices, interns, veterans, and summer hires.

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

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

(b) The Contractor shall provide, during the transition period and throughout the period of performance, preferences in hiring for vacancies for non-managerial positions (i.e., all those below the first line of supervision) in non-construction activities of the Performance Work Statement (PWS) under this Contract, in accordance with the hiring preferences in paragraphs (1) – (3) below (subject to paragraph (a) above), in descending order of priority, and in accordance with applicable law, and applicable site seniority lists as provided to the Contractor by the CO), as set forth below.

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

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

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

(2) The Contractor shall give a preference in hiring to individuals set forth below in paragraphs (i) and (ii), in descending order of priority, who are eligible for the hiring preference contained in the clause in Section I of this Contract entitled DEAR 952.226-74, *Displaced Employee Hiring Preference*, consistent with the provisions of any applicable Work Force Restructuring Plan, as amended from time to time, regarding the preferential hiring of employees:

(i) Employees who are former employees of WRPS or any other DOE contractor at Hanford; and

(ii) Former employees of any other U.S Department of Energy (DOE) contractor or subcontractor at a DOE defense nuclear facility eligible for hiring preference.

(3) The Contractor shall give a preference in hiring to individuals (a) who have separated from employment at WRPS; (b) who are not precluded from seeking employment at the Hanford Site by the terms of employee waivers or releases of claims they executed, absent repayment of severance consistent with the terms of those agreements; and (c) who are qualified for a particular position or who may not meet the qualifications for a particular position, but who agree to become qualified and can become qualified by the commencement of active employment under this Contract.


(a) Contractor Employee Compensation Plan

The Contractor shall submit, for CO approval, by close of contract transition, a Contractor Employee Compensation Plan demonstrating how the Contractor will comply with the compensation requirements

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of this Contract. The Contractor Employee Compensation Plan shall describe the Contractor’s policies regarding compensation, pensions and other benefits, and how these policies will support, at reasonable cost, the effective recruitment and retention of a highly-skilled, motivated, and experienced workforce.

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

1. Philosophy and strategy for all pay delivery programs;
2. System for establishing a job worth hierarchy;
3. Method for relating internal job worth hierarchy to external market;
4. System that links individual and/or group performance to compensation decisions;
5. Method for planning and monitoring the expenditure of funds;
6. Method for ensuring compliance with applicable laws and regulations;
7. System for communicating the programs to employees;
8. System for internal controls and self-assessment; and
9. System to ensure that reimbursement of compensation, including stipends, for employees who are on joint appointments with a parent or other organization shall be on a pro-rated basis.

(b) Total Compensation System

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

(c) Requirements for Subcontractors with HSPP Eligible Employees

DOE and the Contractor shall agree to the Subcontractors that will be subject to the requirements to provide pension and other benefits for HSPP Eligible Employees, as defined in paragraph (f) of the H Clause entitled, Definitions.

1. The Contractor shall submit to DOE no later than 30 days prior to the close of the Transition Period, as defined in the Section F clause entitled, Period of Performance, and with each Task Order proposal submittal, a list of Subcontractors that will flow down the requirement for continuation of benefits to HSPP Eligible Employees.

2. The Contractor may thereafter propose changes to those subcontractors subject to paragraph (1) above. Such proposed changes shall not be effective or implemented without prior written approval by the CO. Approval of a proposed change is at the unilateral discretion of the CO.

3. The Contractor shall flow down, to all subcontractors that are subject to the HSPP in paragraph (1) and (2) of this section, the requirements of paragraphs (g) and (h) of H Clause entitled, DOE-H-2001 Employee Compensation: Pay and Benefits (Oct 2014); and paragraphs (a) and (b) of the H Clause entitled, DOE-H-2004, Post-Contract Responsibilities for Pension and Other Benefit
Plans.

(4) Subject to other subcontract review and approval requirements in this Contract, this Clause does not limit the Contractor’s ability to utilize subcontractors as necessary to perform Contract requirements.

(d) Reports and Information

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

(1) An Annual Contractor Salary-Wage Increase Expenditure Report to include, at a minimum, breakouts for merit, promotion, variable pay, special adjustments, and structure movements for each pay structure showing actual against approved amounts and planned distribution of funds for the following year.

(2) A list of the top five most highly-compensated executives, as defined in FAR 31.205-6(p)(4)(ii) and their total cash compensation at the time of Initial NTP and at the time of any subsequent change to their total cash compensation.

(3) An Annual Report of Compensation and Benefits. Report to be submitted no later than March 1 of each year in iBenefits or its successor.

(e) Employee Compensation Programs

The Contractor shall establish compensation programs for Incumbent Employees and Non-Incumbent Employees, as set forth in paragraphs (1) and (2) below and consistent with any applicable law, provided, however, that employees scheduled to work fewer than 20 hours per week receive only those benefits required by law. Employees are eligible for benefits, subject to the terms, conditions, and limitations of each benefit program.

(1) Incumbent Employees are as defined in (d) of H Clause entitled, Definitions.

   (i) Pay. The Contractor shall provide equivalent base pay, as compared to the base pay provided and reimbursed by the government, to Incumbent Employees for at least the first year of the term of the Contract.

(2) Non-Incumbent Employees are as defined in (e) of H Clause entitled, Definitions. All Non-Incumbent Employees shall receive a total pay and benefits package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees, and in accordance with Contract requirements.

(3) Cash Compensation.

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

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

      (B) Variable pay programs/incentives. If not already authorized in the H Clause entitled, DOE-H-2001, Employee Compensation: Pay and Benefits (Oct 2014), a justification shall be provided with proposed costs and impacts to budget, if any.

      (C) In the absence of Departmental policy to the contrary (e.g., Secretarial pay freeze) a Contractor that meets the criteria, as set forth below, is not required to submit a Compensation Increase Plan (CIP) request to the CO for an advance determination of
cost allowability for a Merit Increase fund or Promotion/Adjustment fund.

(I) The Merit Increase fund does not exceed the mean percent increase included in the annual Departmental guidance providing the WorldatWork Salary Budget Survey’s salary increase projected for the CIP year. The Promotion/Adjustment fund does not exceed 1.0 percent in total.

(II) The budget used for both Merit Increase funds and Promotion/Adjustment funds shall be based on the payroll for the end of the previous CIP year.

(III) Salary structure adjustments do not exceed the mean WorldatWork structure adjustments projected for the CIP year and communicated through the annual Department CIP guidance.

Please note: No later than the first day of the CIP cycle, Contractors must provide notification to the CO of planned increases and position to market data by mutually agreed-upon employment categories. No presumption of allowability will exist for employee job classes that exceed market position.

(D) If a Contractor does not meet the criteria included in (C) above, a CIP must be submitted to the CO for an advance determination of cost allowability. The CIP should include the following components and data:

(I) Comparison of average pay to market average pay;

(II) Information regarding surveys used for comparison;

(III) Aging factors used for escalating survey data and supporting information;

(IV) Projection of escalation in the market and supporting information;

(V) Information to support proposed structure adjustments, if any;

(VI) Analysis to support special adjustments;

(VII) Funding requests for each pay structure to include breakouts of merit, promotions, variable pay, special adjustments, and structure movement. (a) The proposed plan totals shall be expressed as a percentage of the payroll for the end of the previous CIP year. (b) All pay actions granted under the compensation increase plan are fully charged when they occur regardless of time of year in which the action transpires and whether the employee terminates before year end. (c) Specific payroll groups (e.g., exempt, nonexempt) for which CIP amounts are intended shall be defined by mutual agreement between the contractor and the CO. (d) The CO may adjust the CIP amount after approval based on major changes in factors that significantly affect the plan amount (for example, in the event of a major reduction in force or significant ramp-up);

(VIII) A discussion of the impact of budget and business constraints on the CIP amount; and

(IX) Comparison of pay to relevant factors other than market average pay.

(E) After receiving DOE CIP approval or if criteria in (e)(3)(i)(C) are met, contractors may make minor shifts of up to 10 percent of approved CIP funds by employment category (e.g., Scientist/Engineer, Admin, Exempt, Non-Exempt) without obtaining DOE
Individual compensation actions for the top contractor official (e.g., laboratory director/plant manager or equivalent) and key personnel not included in the CIP. For those key personnel included in the CIP, DOE will approve salaries upon the initial Contract award and when key personnel are replaced during the life of the Contract. DOE will have access to all individual salary reimbursements. This access is provided for transparency; DOE will not approve individual salary actions (except as previously indicated).

(ii) The CO’s approval of individual compensation actions will be required only for the top contractor official (e.g., laboratory director/plant manager or equivalent) and key personnel as indicated in (c)(3)(i)(F) above. The base salary reimbursement level for the top contractor official establishes the maximum allowable base salary reimbursement under the Contract. Unusual circumstances may require a deviation for an individual on a case-by-case basis. Any such deviations must be approved by the CO.

(iii) Except as set forth in a workforce restructuring plan approved by DOE, Severance Pay is not payable to an employee under this Contract if the employee:

(A) Voluntarily separates, resigns or retires from employment;
(B) Is offered employment with a successor/replacement contractor;
(C) Is offered employment with a parent or affiliated company; or
(D) Is discharged for cause.

(iv) Service Credit for purposes of determining severance pay does not include any period of prior service for which severance pay has been previously paid through a DOE cost-reimbursement contract or Task Order.

(f) Employees Benefits

(1) HSPP Eligible Employees shall remain in their existing pension plans (or comparable successor plans if continuation of the existing plans is not practicable), pursuant to pension plan eligibility requirements and applicable law.

(2) Non-HSPP Eligible Employees shall receive a benefits package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees and in accordance with Contract requirements.

(g) Pension and Other Benefit Programs

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

(2) Cost reimbursement for employee pension and other benefit programs sponsored by the
Contractor will be based on the CO’s approval of Contractor actions pursuant to an approved “Employee Benefits Value Study” and an “Employee Benefits Cost Survey Comparison” as described below.

(3) Unless otherwise stated, or as directed by the CO, the Contractor shall submit the studies required in paragraphs (i) and (ii) below, except for defined benefit plans that are closed to new entrants. The studies shall be used by the Contractor in calculating the cost of benefits under existing benefit plans. An Employee Benefits Value (BenVal) Study Method using no less than 15 comparator organizations and an Employee Benefits Cost Survey comparison method shall be used in this evaluation to establish an appropriate comparison method. In addition, the Contractor shall submit updated studies to the CO for approval prior to the adoption of any change that increases the costs to a pension or other benefit plan.

(i) A BenVal, every two years for each benefit tier (e.g., group of employees receiving a benefit package based on date of hire), which is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor to Employees measured against the RV of benefit programs offered by the CO approved comparator companies. To the extent that the value studies do not address post-retirement benefits other than pensions, the Contractor shall provide a separate cost and plan design data comparison for those benefits using external benchmarks derived from nationally recognized and CO-approved survey sources.

(ii) An Employee Benefits Cost Study Comparison annually for each benefit tier that analyzes the Contractor’s employee benefits cost for employees as a percent of payroll and compares it with the cost as a percent of payroll, including geographic factor adjustments, reported by the U.S. Department of Labor’s Bureau of Labor Statistics or other Contracting Officer approved broad based national survey.

(A) When the net benefit value exceeds the comparator group by more than five percent, the Contractor shall submit a corrective action plan to the CO for approval, unless waived in writing by the CO.

(B) When the benefit costs as a percent of payroll exceeds the comparator group by more than five percent, and if required by CO, the Contractor shall submit an analysis of the specific plan costs that result in or contribute to the percent of payroll exceeding the costs of the comparator group and submit a corrective action plan if directed by the CO.

(C) Within two years, or longer period as agreed to between the Contractor and the CO, of the CO acceptance of the Contractor’s corrective action plan, the Contractor shall align employee benefit programs with the benefit value and the cost as a percent of payroll in accordance with its corrective action plan.

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

(E) Cost reimbursement for post-retirement benefits other than pensions (PRB) is contingent on DOE approved service eligibility requirements for PRBs that shall be based on a minimum period of continuous employment service not less than five years under a DOE cost reimbursement contract(s) immediately prior to retirement. Unless required by Federal or state law, advance funding of PRBs is not allowable.

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

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

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

(1) Employees working for the Contractor shall only accrue credit for service under this Contract after the date of Notice to Proceed.

(2) Except for Commingled Plans in existence as of the effective date of the Contract, any pension plan maintained by the Contractor for which DOE reimburses costs shall be maintained as a separate pension plan distinct from any other pension plan that provides credit for service not performed under a DOE cost-reimbursement contract. When deemed appropriate by the CO, Commingled Plans shall be converted to Separate Plans after the date of Notice to Proceed or the extension of a contract.

(i) Basic Requirements

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

(1) The Contractor shall become a sponsor of the existing pension and other benefit plans listed below, (or if continuation of the existing plans is not practicable, comparable successor plans), including other PRB plans, as applicable, with responsibility for management and administration of the plans. The Contractor shall be responsible for maintaining the qualified status of those plans consistent with the requirements of Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code (IRC). The Contractor shall carry over the length of service credit and leave balances accrued as of the date of the Contractor’s assumption of Contract performance.

(i) The Hanford Site Pension Plan (HSPP)

(ii) The Hanford Site Savings Plan (HSSP)

(iii) The Hanford Employee Welfare Trust (HEWT)

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

While there is no requirement to submit a full scope audit for defined contribution plans, contractors are responsible for maintaining adequate controls for ensuring that defined contribution plan assets are correctly recorded and allocated to plan participants.
(3) For existing Commingled Plans, the Contractor shall maintain and provide annual Separate Accounting of DOE liabilities and assets for a Separate Plan.

(4) For existing Commingled Plans, the Contractor shall be liable for any shortfall in the plan assets caused by funding or events unrelated to DOE contracts.

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

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

(7) Benefits for HSPP Eligible Employees
   (i) HSPP – The Contractor shall ensure that HSPP Eligible Employees are allowed to participate in the HSPP consistent with the terms of the provisions of the HSPP as amended.
   (ii) HSSP – The Contractor shall ensure that HSPP Eligible Employees are allowed to participate in the HSSP consistent with the terms of the HSSP as amended.
   (iii) HEWT – The Contractor shall ensure that HSPP Eligible Employees are allowed to participate in the HEWT and receive medical and other benefits under the HEWT consistent with the terms of the HEWT, as amended.

(8) Pension and Other Benefits for Non-HSPP Eligible Employees
   (i) The Contractor shall offer a market-based package of retirement and medical benefits competitive for the industry to individuals who are Non-HSPP Eligible Employees. If the Contractor meets all applicable legal and tax requirements, the Contractor may establish a qualified separate line of business pursuant to Internal Revenue Code (IRC) 410 and 414 for the purpose of maintaining the Federal tax qualification of pension covering the Contractor’s employees.
   (ii) Any benefit programs established and/or maintained by the Contractor, for which DOE reimburses costs, shall meet the tests of allowability and reasonableness established by FAR 31.205-6 and DEAR 970.3102-05-6.

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

(2) Contractors that sponsor multi-employer Defined Benefit (DB) pension plans will be reimbursed for pension contributions in the amounts necessary to ensure that the plans are funded to meet the annual minimum requirement under ERISA, as amended by the PPA. However, reimbursement for pension contributions above the annual minimum contribution required under ERISA, as amended by the PPA, will require prior approval of the CO and will be considered on a case-by-case basis. Reimbursement amounts will take into consideration all pre-funding balances and funding standard carryover balances. Early in the fiscal year but no later than the end of November, the Contractor requesting above the minimum may submit/update a business case for funding above the minimum if preliminary approval is needed prior to the Pension Management Plan process. The business case shall include a projection of the annual minimum required contribution and the proposed contribution above the minimum. The submission of the business case will provide the opportunity for the Department to provide preliminary approval, within 30 days after contractor submission, pending receipt of final estimates, generally after January 1st of the calendar year. Final approval of funding will be communicated by the HCA when discount rates are finalized and it is known whether there are any budget issues with the proposed contribution amount.

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

(1) Actuarial Valuation Reports. The annual actuarial valuation report for each DOE-reimbursed pension plan and when a pension plan is commingled, the Contractor shall submit separate reports for DOE’s portion and the plan total by the due date for filing IRS Form 5500.

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

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

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

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

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

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

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

(iv) The Summary Plan Description; and

(v) Any such additional information as requested by the CO.

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

(i) Demonstrate the effect of the plan changes on the contract net benefit value or percent of payroll benefit costs;

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

(iii) Provide the basis of determining the estimated savings or cost.

(m) Terminating Operations

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

(1) No further benefits for service shall accrue.

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

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

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

(5) DOE and the Contractor(s) shall establish an effective date for spin-off or plan termination on the same day as the Contractor notifies the IRS of the spin-off; or

(6) Plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

(n) Terminating Plans

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

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

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

(4) If ERISA or IRC rules prevent a full transfer of excess DOE reimbursed assets from the terminated plan, the Contractor shall pay any deficiency directly to DOE according to a schedule of payments to be negotiated by the parties.
(5) On or before the same day as the Contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

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

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

(o) Special Programs

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

(p) Definitions

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

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

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

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

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

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

(7) Separate Accounting. Account records established and maintained within a Commingled plan for assets and liabilities attributable to DOE contract service.

Note: The assets so represented are not for the exclusive benefit of any one group of plan participants.

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

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

**H.6 Special Provisions Applicable To Workforce Transition and Employee Compensation: Pay and Benefits**

(a) Service Credit. The Contractor shall provide pension and other benefit plans, to Incumbent Employees and all other employees hired by the Contractor and service credit for leave as set forth below:

(1) Service Credit for Leave. For Incumbent Employees hired by the Contractor as set forth in H Clause, entitled Definitions, the Contractor shall carry over the length of service credit from WRPS for purposes of determining rates of accruing leave for these employees as required by and consistent with applicable law.

(2) Service Credit for Fringe Benefits Other Than Leave. Service credit for all individuals hired by the Contractor shall be applied consistent with any applicable law, and the terms of the applicable benefit plan(s). Service credit for purposes of severance pay is subject to H Clause entitled, DOE-H-2001 Employee Compensation: Pay and Benefits (Oct 2014).

(b) Allowable Salary for Key Personnel: Within 20 days after Initial NTP, or as identified by the CO, the Contractor will submit DOE Form 3220.5, Application for Contractor Compensation Approval, to the CO for each key personnel position listed in the Contract for a determination of cost allowability for reimbursement under the Contract. To support a reasonableness determination, the Contractor shall also provide compensation market survey data to support/justify the requested salary and any other information as requested by the CO.


(a) If this Contract expires and/or terminates and DOE has awarded a contract under which a new contractor becomes a sponsor and assumes responsibility for management and administration of the pension or other benefit plans identified in (i)(1) of H Clause entitled DOE-H-2001 Employee Compensation: Pay and Benefits (Oct 2014), the Contractor shall cooperate and transfer to the new contractor its responsibility for sponsorship, management and administration of the Plans consistent with direction from the CO. If a Commingled plan is involved, the Contractor shall:

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

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

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

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

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

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

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

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

(c) The Contractor shall submit its economic bargaining parameters for which DOE reimburses costs to, and obtain the approval of, the CO regarding allowability of the costs, and compliance with the terms and conditions of the Contract, including those for pension and medical benefit costs, prior to the Contractor entering into the collective bargaining process. During the collective bargaining negotiations, the Contractor shall notify, and obtain the approval of, the CO before submitting or agreeing to any collective bargaining proposal that increases or may increase allowable costs above those previously approved in the economic bargaining parameters, or that could involve changes in any pension or other benefit plans, and such other items of special interest to DOE as are identified by the CO. The approval of the economic bargaining parameters by the CO under this paragraph does not waive any other terms and conditions of the Contract.

(d) The Contractor will seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR Subpart 22.1, DEAR Subpart 970.2201-1, and all applicable Federal and state labor relations laws.
(e) The Contractor shall use its best efforts to ensure that collective bargaining agreements negotiated under this Contract contain provisions designed to assure no disruption in services during the performance of the Contract. All such agreements entered into during the Contract period of performance should, to the extent that the parties to those collective bargaining agreements agree, provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout or other disruption in services. For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties agree upon some other method of assuring no disruption in services. The Contractor shall include the substance of this subparagraph (e) in any subcontracts.

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

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

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

(i) The Contractor shall provide the CO or designee with a “Report of Settlement” after ratification of a collective bargaining agreement by accessing and inputting the information into the Labor Relations module of DOE’s iBenefits reporting system, or its successor system, during the next open quarter. Such information shall include negotiated wages, pension, medical and other benefits costs, and a copy of the collective bargaining agreement and any subsequent modifications.

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

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

2. A brief description of issues regarding each grievance;

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

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

H.9 Workforce Restructuring

(a) The Contractor shall regularly analyze workforce requirements and develop appropriate workforce transition strategies consistent with DOE policy, as may be revised from time to time, to ensure continued availability of the critical workforce knowledge, skills, and abilities necessary for performance under this Contract.

(b) Notwithstanding any other provision in this Contract, when the Contractor determines that any
reduction of force, including furloughs, is necessary, the Contractor shall notify the CO in writing. The Contractor shall provide information as directed by the CO related to the proposed workforce restructuring activities and to enable compliance with Section 3161 of the National Defense Authorization Act for Fiscal Year 1993, with the Worker Adjustment and Retraining Notification (WARN) Act of 1988, and other applicable statutes, regulations, and DOE policies. The Contractor shall take no further action related to the proposed reduction of force, or furloughs, until receiving direction from the CO. The CO will then either approve or disapprove the Contractor’s proposed reduction of force, or if necessary request additional information from the Contractor.

(c) For workforce reductions, the Contractor must prepare and submit to the CO a specific workforce restructuring plan (Specific Plan), as described below in paragraph (d), if either of the following conditions are met within a rolling 12 month period:

1. The Contractor intends to reduce its workforce by 50 or more employees through involuntary separation; or

2. The Contractor intends to reduce its workforce by 100 or more employees, whether through voluntary or involuntary separation actions, or a combination of such actions.

(d) The Contractor’s Specific Plan shall set forth how the Contractor will conduct its workforce restructuring action at the site in a manner that meets DOE policy and be submitted to the CO for approval at least 60 days in advance of the first communication planned to be given to the employees and public. For workforce reductions, the Contractor’s Specific Plan shall provide detailed information regarding the Contractor’s proposed workforce restructuring activities and set forth its business case for why the restructuring is required, e.g., the Contractor’s need to realign the workforce to ensure an appropriate employee skill mix and/or budget concerns.

The Contractor’s plan should set forth the projected number of affected employees and the occupational classifications of the affected employees, the criteria it will use to select employees for termination, and the projected cost of the separation benefits, including severance and Displaced Worker Medical Benefits, and the anticipated cost savings, if any, that will result from the separation program. The models for Contractor Self-Select Voluntary Separation Plan and Involuntary Separation Plan, as well as the General Release and Waiver Forms, are available online at: http://www.energy.gov/gc/services/technology-transfer-and-procurement/office-assistant-general-counsel-labor-and-pension. If the Contractor determines it will be necessary to conduct a voluntary separation program likely followed by an involuntary separation, the Contractor may combine the Self-Select Voluntary Separation Plan and the Involuntary Separation Plan into one Specific Plan for submission to the CO.

(e) All reductions of force shall comply with the Hanford Site Workforce Restructuring Plan, as amended, and the Contractor shall supply workforce restructuring related information and reports as requested by DOE. As noted above in H Clause entitled Workforce Transition and Employee Hiring Preferences Including through Period of Performance, the Contractor shall extend displaced employee hiring preference in accordance with the Section I Clause DEAR 952.226-74, Displaced Employee Hiring Preference.

(f) Pay-in-lieu of notice beyond two workweeks requires written advance CO approval. The Contractor shall submit the request to the CO as part of the Workforce restructuring package submitted for approval in (b) above, and include the number of days of pay-in-lieu-of-notice requested, above two work weeks, a detailed business justification, and the associated costs.

(g) The Contractor is encouraged to consider the use of employee waivers and releases. DOE has developed a model waiver and release of claims for both Voluntary and Involuntary Separation Plans. The forms are available online at the website set forth in (d) above. Any deviation from the models
must be approved by the CO.

(h) The Contractor must perform an adverse impact analysis (also known as a diversity analysis) when the involuntary separation action(s) will affect 50 or more contractor employees within a rolling 12 month period. The analysis shall be submitted to the DOE or National Nuclear Security Administration (NNSA) site counsel, as applicable, prior to notification of employees selected for involuntary separation, and may be used by DOE in determining cost allowability.

(i) The Contractor shall ensure it does not hire or rehire individuals who volunteered for termination during a Self-Select Voluntary Separation Plan, at any DOE or NNSA site, during the one-year period following the separation, except as set forth in the following sentence. If an employee is hired or rehired prior to the one year period, the employee may be required to pay back, to the contractor who provided the severance payment, all or a pro-rata amount of the severance received under the Voluntary Separation Plan.

(j) Contractor(s) must provide actual and projected workforce reductions on an annual basis, no later than March 15 of each year, as set forth in the DOE iBenefits system or its successor.

(k) For furloughs, the Contractor must prepare and submit information as requested by the CO for approval. Furlough requests must be submitted to the CO 60 days in advance of the first communication planned to be given to employees and the public.

(l) The requirements of H Clause entitled Workforce Restructuring, shall apply to any subcontractors on the TCC. Specifically, the Contractor shall include subcontractor data as part of the overall Contractor request submitted to DOE for approval for workforce reductions or furloughs.

H.10 Labor Standards

(a) The CO will determine the appropriate labor standards that apply to specific work activities in accordance with the Wage Rate Requirements (Construction) statute (formerly known as the Davis-Bacon Act), the Service Contract Labor Standards (SCLS) statute (formerly known as the Service Contract Act of 1965 [SCA]), or other applicable Federal labor standards law. Prior to the start of any proposed work activities, the Contractor shall request a labor standards determination from the CO for specific work activities by submitting proposed work packages that describe the specific activities to be performed for particular work and other information as necessary for DOE to make a determination regarding the appropriate labor standard(s) for the work or aspects of the work. Once a determination is made and provided to the Contractor, the Contractor shall comply with the determination and shall ensure that appropriate labor standards clauses and requirements are flowed down to and incorporated into any applicable subcontracts. Section J, Attachment J-7 provides further guidance on the Labor Standards Board Process and documents required to be submitted as part of proposed work packages.

(b) The Contractor shall comply, and shall be responsible for compliance by any subcontractor, with the Wage Rate Requirements (Construction), SCLS, or other applicable labor standards law. The Contractor shall conduct such payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and as requested or directed by the DOE. When performing work subject to the Wage Rate Requirements (Construction), the Contractor shall maintain payroll records for a period of three years, from completion of the Contract, for laborers and mechanics performing the work. In accordance with FAR 52.222-41(g) and FAR 52.222-6(b)(4), the Contractor and its subcontractors shall post in a prominent job-site location, the wage determination and, as applicable, Department of Labor Publications WHD 1321, Employee Rights under the Davis-Bacon Act, and/or WHD 1313, Employee Rights on Government Contracts.
(c) For subcontracts determined to be subject to the SCLS, the Contractor will prepare Standard Form 98 (e98), Notice of Intention to Make a Service Contract and Response Notice. This form is available on the Department of Labor website at: http://www.dol.gov/whd/govcontracts/sca/sf98/index.asp. The form shall be submitted to the CO.

(d) In addition to any other requirements in the Contract, the Contractor shall as soon as possible notify the CO of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from contractor or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR Parts 4, 6, and 8 and as defined in FAR 52.222-41(c); disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract or a subcontract. The Contractor shall furnish such additional information as may be required from time to time by the CO.

(e) The Contractor shall prepare and submit to the CO the Office of Management and Budget (OMB) Control Number: 1910-5165, Semi-Annual Davis-Bacon Enforcement Report, by April 21 and October 21 of each year. Form submittal will be administered through the DOE iBenefits system or its successor system.

H.11 Workers’ Compensation Insurance

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

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

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

(c) Under RCW Title 51.32.073, DOE is the self-insurer and is responsible for making quarterly payments to the L&I. In support of this arrangement, the Contractor shall be notified and will be responsible for withholding appropriate employee contributions and forwarding these contributions on a timely basis, plus the employer-matching amount to DOE.

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

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

(f) The Contractor shall certify as to the accuracy of the payroll record used by DOE in establishing the self-insurance claims reserves and cooperate with any state audit.
(g) The Contractor shall provide statutory workers’ compensation coverage for staff members performing work under this Contract outside of the State of Washington and not otherwise covered by the State of Washington workers’ compensation laws.

(h) Time-loss compensation shall be paid to injured workers in accordance with RCW § 51.08.178 and other applicable requirements. Compensation paid to workers in excess of the amounts required by statute are unallowable costs under this Contract.

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

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

(k) Upon request, the Contractor shall submit to DOE, or other party as designated by DOE, the accident reports required by RCW § 51.28.010, Notice and Report of Accident—Application for Compensation, Notice of accident—Notification of worker’s right—Claim suppression, or any other documentation requested by DOE pursuant to the WIIA.

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

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

(n) The Contractor shall provide additional training to employees on the workers’ compensation process when a claim is filed. This training shall include, but is not limited to, information regarding company contacts, approvals needed for appointments, time off, documentation requirements, etc.

(o) The Contractor shall submit ad hoc reports and other information, as required by DOE.

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

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

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

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

(r) Subcontractors not meeting the Contractor teaming arrangement definition performing work under this Contract on behalf of the Contractor are not covered by the provisions of the Memorandum of Understanding referenced above. The Contractor shall require that any subcontractors not covered by provisions of the Memorandum of Understanding meet the statutory workers’ compensation coverage requirements.
H.12 DOE-H-2073 Risk Management and Insurance Programs (Dec 2014) (Revised)

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

(a) Basic Requirements

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

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

(3) Demonstrate that insurance programs and costs comply with the cost limitations and exclusions at FAR 28.307 entitled, Insurance Under Cost Reimbursement Contracts,

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

(5) The Contractor shall submit copies of all insurance policies or insurance arrangements to the CO no later than 30 days after the purchase date.

(6) When purchasing commercial insurance, the Contractor shall use a competitive process to ensure costs are reasonable.

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

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

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

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

(iv) Accounting of self-insurance charges.
(v) Accrual of self-insurance reserve. The CO’s approval is required and predicated upon the following:

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

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

(C) Annual accounting and justification as to the reasonableness of the claims reserve submitted for CO review.

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

(8) Should the Contractor utilize a Letter of Credit or other financial instrument to guarantee self-insurance retention, any cost for interest paid by the contractor relating to the instruments will be unallowable and omitted from charges to the DOE Contract.

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

(b) Plan Experience Reporting. The Contractor shall:

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

(i) The amount paid for each claim.

(ii) The amount reserved for each claim.

(iii) The direct expenses related to each claim.

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

(v) A total amount for claims paid.

(vi) A total amount reserved for claims.

(vii) The total amount of direct expenses.

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

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

(c) Terminating Operations. The Contractor shall:

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

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

(3) Reach agreement with DOE on the handling and settlement of self-insurance claims incurred but...
H.13 Implementation of the Hanford Site Stabilization Agreement

The Hanford Site Stabilization Agreement (HSSA) for all construction work for DOE at the Hanford Site, which is referenced in this Clause, consists of a Basic Agreement dated September 10, 1984, plus Appendix A, both of which may be periodically amended. The HSSA is hereby incorporated into this Contract by reference. The Contractor is responsible for obtaining the most current text from DOE.

(a) This Clause applies to employees performing work under Contracts (or subcontracts) administered by DOE, which are subject to the Construction Wage Rate Requirements statute (formerly known as and referred to in this Clause as the Davis-Bacon Act), in the classifications set forth in Appendix A thereto, and shall adhere, except as otherwise directed by the CO, to the following provisions of the Agreement:

(1) Article VII Employment (Section 2 only);
(2) Article XII Non-Signatory Contractor Requirements;
(3) Article XIII Hours of Work, Shifts, and Overtime;
(4) Article XIV Holidays;
(5) Article XV Wage Scales and Fringe Benefits (Sections 1 and 2 only);
(6) Article XVII Payment of Wages-Checking In and Out (Section 3 only);
(7) Article XX General Working Conditions; and
(8) Article XXI Safety and Health.

(d) The Contractor agrees to make no contributions in connection with this Contract to Industry Promotion Funds, or similar funds, except with prior approval of the CO.

(e) The obligation of the Contractor and its subcontractors to pay fringe benefits shall be discharged by making payments required by this Contract in accordance with the provisions of the amendments to the Construction Wage Rate Requirements (previously titled Davis-Bacon Act) contained in the Act of

(f) The CO may direct the Contractor to pay amounts for wages, fringe benefits, and other employee compensation if the HSSA, including its Appendix A, is modified by the involved parties.

(g) In the event of failure to comply with paragraphs (c), (d), (e), (f), and (g), or failure to perform any of the obligations imposed upon the Contractor and its subcontractors hereunder, the CO may withhold any payments due to the Contractor and may terminate the Contract for default.

(h) The rights and remedies of the Government provided in this Clause shall not be exclusive and are in addition to any other rights and remedies of the Government provided by law or under this Contract.

(i) The requirements of this Clause are in addition to, and shall not relieve the Contractor of, any obligation imposed by other clauses of this Contract, including Section I Clauses entitled, FAR 52.222-4, Contract Work Hours and Safety Standards Act—Overtime Compensation; FAR 52.222-6, Construction Wage Rate Requirements (formerly known as Davis-Bacon Act); FAR 52.222-7, Withholding of Funds; FAR 52.222-8, Payrolls and Basic Records; FAR 52.222-10, Compliance with Copeland Act Requirements; and FAR 52.222-12, Contract Termination – Debarment.

(j) The Contractor agrees to maintain its bid or proposal records showing rates and amounts used for computing wages and other compensation, and its payroll and personnel records during the course of work subject to this Clause, and to preserve such records for a period of three (3) years thereafter, for all employees performing such work. Such records will contain the name and address of each such employee, his/her correct classification, rate of pay, daily and weekly number of hours worked, and dates and hours of the day within which work was performed, deductions made, and amounts for wages and other compensation covered by paragraphs (c), (d), (e), (f), and (g) hereof. The Contractor agrees to make these records available for inspection by the CO and will permit him/her to interview employees during working hours on the job.

(k) The Contractor agrees to insert the provisions of this Clause, including this paragraph (k), in all subcontracts for the performance of work subject to the Construction Wage Rate Requirements (previously titled Davis-Bacon Act).

A copy of the Hanford Site Stabilization Agreement is located at: http://www.hanfordvitplant.com/hanford-site-stabilization-agreement.

Business System Clauses


(a) Definitions. As used in this clause:

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

Contractor business systems means:
(1) “Accounting system”, if this Contract includes the Section H clause entitled, Accounting System Administration;

(2) “Earned value management system”, if this Contract includes the Section H Clause entitled, Earned Value Management System;

(3) “Estimating system”, if this Contract includes the Section H clause entitled, Cost Estimating System Requirements;

(4) “Property management system”, if this Contract includes the Section H Clause entitled, Contractor Property Management System Administration; and

(5) “Purchasing system”, if this contract includes the Section H Clause entitled, Contractor Purchasing System Administration.

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

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

(c) Significant deficiencies.

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

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

(d) Withholding payments.

(1) If the CO issues the final determination with a notice to withhold payments for significant deficiencies in a Contractor business system required under this contract, the CO will direct the Contractor, in writing, to withhold five (5) percent from its invoices until the CO has determined that the Contractor has corrected all significant deficiencies as directed by the CO’s final determination. The Contractor shall, within 45 days of receipt of the notice, either:

(i) Correct the deficiencies; or

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

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

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

(C) A schedule for implementation; and

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

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

(3) Payment withheld percentage limits.

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

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

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

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

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

(i) Interim payments under:

(A) Cost-reimbursement contracts;

(B) Incentive type contracts;

(C) Time-and-materials contracts; or

(D) Labor-hour contracts.

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

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

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

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

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

(1) The Contractor shall notify the CO, in writing, when the Contractor has corrected the business system’s deficiencies.

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

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

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

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

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

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


(a) Definitions.

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

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

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

(4) Is subject to applicable financial control systems.

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

(1) Organizational structure;

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

(3) Internal controls and managerial reviews;

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

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

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

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

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

(1) The total prime contract value exceeds $50 million, including options; or

(2) The Contractor was notified, in writing, by the CO that paragraphs (d) and (e) of this clause apply.

(d) System requirements.

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

(2) An estimating system disclosure is acceptable when the Contractor has provided the CO with documentation no later than 60 days after NTP that:

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

(ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the acceptability of the Contractor's estimating practices.
(3) The Contractor shall:
   (i) Comply with its disclosed estimating system; and
   (ii) Disclose significant changes to the cost estimating system to the CO on a timely basis.

(4) The Contractor’s estimating system shall provide for the use of appropriate source data, utilize sound estimating techniques and good judgment, maintain a consistent approach, and adhere to established policies and procedures. An acceptable estimating system shall accomplish the following functions:
   (i) Establish clear responsibility for preparation, review, and approval of cost estimates and budgets.
   (ii) Provide a written description of the organization and duties of the personnel responsible for preparing, reviewing, and approving cost estimates and budgets.
   (iii) Ensure that relevant personnel have sufficient training, experience, and guidance to perform estimating and budgeting tasks in accordance with the Contractor’s established procedures.
   (iv) Identify and document the sources of data and the estimating methods and rationale used in developing cost estimates and budgets.
   (v) Provide for adequate supervision throughout the estimating and budgeting process.
   (vi) Provide for consistent application of estimating and budgeting techniques.
   (vii) Provide for detection and timely correction of errors.
   (viii) Protect against cost duplication and omissions.
   (ix) Provide for the use of historical experience, including historical vendor pricing information, where appropriate.
   (x) Require use of appropriate analytical methods.
   (xi) Integrate information available from other management systems.
   (xii) Require management review, including verification of compliance with the company’s estimating and budgeting policies, procedures, and practices.
   (xiii) Provide for internal review of, and accountability for, the acceptability of the estimating system, including the budgetary data supporting indirect cost estimates and comparisons of projected results to actual results, and an analysis of any differences.
   (xiv) Provide procedures to update cost estimates and notify the CO in a timely manner.
   (xv) Provide procedures that ensure subcontract prices are reasonable based on a documented review and analysis provided with the prime proposal, when practicable.
(xvi) Provide estimating and budgeting practices that consistently generate sound proposals that are compliant with the provisions of the solicitation and are adequate to serve as a basis to reach a fair and reasonable price.

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

(e) Significant deficiencies.

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

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

(3) The CO will evaluate the Contractor’s response or the Contractor’s lack of response and notify the Contractor, in writing, of the CO’s final determination concerning:

   (i) Remaining significant deficiencies;

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

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

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

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


(a) Definitions. As used in this clause-

“Acceptable earned value management system” means an earned value management system that generally complies with system criteria in paragraph (b) of this clause.

“Earned value management system” means an earned value management system that complies with the earned value management system guidelines in the Electronic Industries Alliance (EIA)-748.

“Over Target Baseline” means an overrun to the Contract Budget Base (CBB) which is formally incorporated into the Performance Measurement Baseline (PMB) for management purposes.

“Over Target Schedule” means the term used to describe a condition where a baseline schedule is time-phased beyond the contract completion date.
“Significant deficiency” means a shortcoming in the system that materially affects the ability of officials of the Department of Energy to rely upon information produced by the system that is needed for management purposes.

(b) System criteria. In the performance of this contract, the Contractor shall use:

(1) An Earned Value Management System (EVMS) that complies with the EVMS guidelines in the Electronic Industries Alliance Standard 748, EVMS (EIA-748. (The current version of EIA-748 at the time of Contract award is assumed to be EIA-748-C. However, the Contractor shall continually use a system which complies with the most current version of EIA-748 requirements.); and

(2) Management procedures.

(i) Management procedures provide for generation of timely, reliable, and verifiable information for DOE Integrated Program Management Report (IPMR) data item of this contract.

(ii) The Contractor shall use Department of Defense’s Data Item Description (DID) Integrated Program Management Report (IPMR), DI-MGMT-81861, (current version at time of award) which contains data for measuring cost and schedule performance for this DOE contract. The report’s structure has seven formats that contain the content and relationships required for electronic submissions. DOE does not use section 2.8, Applicability of DI-MGMT-81861, for electronic data submissions; in lieu of this section, the Contractor shall use Project Assessment and Reporting System (PARS II). Data shall be submitted by the Contractor electronically by uploading the data into the PARS II in accordance with the “Contractor Project Performance Upload Requirements” document maintained by the DOE Office of Acquisition Management (OAM). All requested data shall be submitted timely and accurately, and shall be current as of the close of the previous month’s accounting period.

(c) If the Contractor has one or more DOE contracts valued at $20,000,000 or greater per contract for a total contract value of $50,000,000 or more which support DOE Capital Asset Projects, the Contractor shall use an EVMS that has been determined to be acceptable by DOE. If, at the time of award, the Contractor’s EVMS has not been determined by DOE to be in compliance with the EVMS guidelines as stated in paragraph (b)(1) of this clause, the Contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in the Contractor’s EVMS plan.

(d) If this contract has a total value of less than $50,000,000 and does not meet the condition described at (c) above, the Government will not make a formal determination that the Contractor’s EVMS complies with the EVMS guidelines in EIA-748 with respect to the contract. The use of the Contractor’s EVMS for this contract does not imply a Government determination of the Contractor’s compliance with the EVMS guidelines in EIA-748 for application to future contracts.

(e) The Contractor shall submit notification of all proposed changes to the EVMS procedures and the impact of those changes to DOE. If this contractor has one or more contracts in support of DOE Capital Asset Projects and the total contract values are $20,000,000 or greater per contract for total contract values of $50,000,000 or more, unless a waiver is granted by DOE, any EVMS changes proposed by the Contractor require approval of DOE prior to implementation. DOE will advise the Contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the Contractor’s notice of proposed changes. If DOE waives the advance approval requirements, the Contractor shall disclose EVMS changes to DOE at least 14 calendar days prior to the effective date of implementation.

(f) Integrated baseline reviews.
(1) The purpose of the integrated baseline reviews (IBR) is to verify the technical content and the realism of the related performance budgets, resources, and schedules. It should provide a mutual understanding of the inherent risks in the Offerors’/contractors’ performance plans and the underlying management control systems, and it should formulate a plan to handle these risks. DOE and the Contractor will use the IBR process described in the National Defense Industrial Association Program Management Systems Committee Integrated Baseline Review (NDIA PMSC IBR) Guide (current version at time of award).

(2) The Government will schedule IBRs as early as practicable, and the review process will be conducted not later than 180 calendar days after:

(i) NTP;
(ii) The issuance of Task Order(s); and
(iii) The incorporation of major modifications.

During such reviews, the Government and the Contractor will jointly assess the Contractor’s baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(g) The Contractor shall provide access to all pertinent records and data requested by the CO or duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS complies, and continues to comply, with the performance criteria referenced in paragraph (b) of this clause.

(h) When indicated by contract performance, the Contractor shall submit a request for approval to initiate an over-target baseline or over-target schedule to the CO. The request shall include a top-level projection of cost and/or schedule growth, a determination of whether or not performance variances will be retained, and a schedule of implementation for the rebase lining. The Government will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).

(i) Significant deficiencies.

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

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

(3) The CO will evaluate the Contractor’s response or the Contractor’s lack of response and notify the Contractor, in writing, of the CO’s final determination concerning:

(i) Remaining significant deficiencies;
(ii) The adequacy of any proposed or completed corrective action;
(iii) System noncompliance, when the Contractor’s existing EVMS fails to comply with the earned value management system guidelines in the EIA-748; and
(iv) System disapproval, if initial EVMS validation is not successfully completed within the timeframe approved by the CO, or if the CO determines that the Contractor’s EVMS
contains one or more significant deficiencies in high-risk guidelines in EIA-748 standards (guidelines 1, 3, 6, 7, 8, 9, 10, 12, 16, 21, 23, 26, 27, 28, 30, or 32). When the CO determines that the existing EVMS contains one or more significant deficiencies in one or more of the remaining 16 guidelines in EIA-748 standards, the CO will use discretion to disapprove the system based on input received from the DOE Office of Acquisition and Project Management or the DOE Program Office, herein referred to as the functional specialists.

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

(j) Withholding payments. If the CO makes a final determination to disapprove the Contractor’s EVMS, and the contract includes the Section H clause, Contractor Business Systems, the CO will withhold payments in accordance with that clause.

(k) With the exception of paragraphs (i) and (j) of this clause, for contracts valued at $20 million or more requiring EVMS, the contractor shall flow down appropriate EVMS requirements to its subcontractors in order for the contractor to meet all requirements of this clause.

[CO to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]

(l) Adopting previous contractor’s previously-certified earned value management (EVM) process. If the Contractor plans to adopt the existing system from the previous Contractor or DOE-site, the Contractor is responsible for the system and shall comply with the system requirements required in this clause. The existing system shall utilize the same DOE-approved EVM Process Description and the same EVM training as the previous system. The Contractor shall:

(1) Identify the corporate entity which owns the certified EVM process and provide the certification documentation;

(2) Obtain DOE prior approval or Advanced Agreement including DOE approval of process changes and joint surveillance;

(3) Be responsible for compliance with the system criteria required in paragraph (b) of this clause; and

(4) Be responsible for correcting any significant deficiencies previously identified to the previous contractor by the CO in accordance with paragraph (i) of this clause. Within 45 days after receiving a copy of the previous contractor’s final determination, the Contractor shall follow paragraph (i)(4) and either correct any significant deficiencies or submit an acceptable corrective action plan. The CO, or designee, will provide a copy of the previous Contractor’s final determination.

H.17 DOE-H-2025 Accounting System Administration (Oct 2014) (Revised)

(a) Definitions. As used in this clause:

(1) Acceptable accounting system means a system that complies with the system criteria in paragraph (c) of this clause, to provide reasonable assurance that:

(i) Applicable laws and regulations are complied with;
(ii) The accounting system and cost data are reliable;
(iii) Risk of misallocations and mischarges are minimized; and
(iv) Contract allocations and charges are consistent with billing procedures.

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

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

(b) General.

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

(c) System criteria.

The Contractor's accounting system shall provide for:

(1) A sound internal control environment, accounting framework, and organizational structure;
(2) Proper segregation of direct costs from indirect costs;
(3) Identification and accumulation of direct costs by contract;
(4) A logical and consistent method for the accumulation and allocation of indirect costs to intermediate and final cost objectives;
(5) Accumulation of costs under general ledger control;
(6) Reconciliation of subsidiary cost ledgers and cost objectives to general ledger;
(7) Approval and documentation of adjusting entries;
(8) Management reviews or internal audits of the system to ensure compliance with the Contractor’s established policies, procedures, and accounting practices;
(9) A timekeeping system that identifies employees’ labor by intermediate or final cost objectives;
(10) A labor distribution system that charges direct and indirect labor to the appropriate cost objectives;
(11) Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account;

(12) Exclusion from costs charged to Government contracts of amounts which are not allowable in terms of 48 CFR 31 entitled, *Contract Cost Principles and Procedures*, and other contract provisions;

(13) Identification of costs by contract line item and by units (as if each unit or line item were a separate contract), if required by the contract;

(14) Segregation of preproduction costs from production costs, as applicable;

(15) Cost accounting information, as required:

   (i) By contract clauses concerning limitation of cost (48 CFR 52.232-20), limitation of funds (48 CFR 52.232-22), or allowable cost and payment (48 CFR 52.216-7); and

   (ii) To readily calculate indirect cost rates from the books of accounts.

(16) Billings that can be reconciled to the cost accounts for both current and cumulative amounts claimed and comply with contract terms;

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

(18) Accounting practices in accordance with standards promulgated by the Cost Accounting Standards Board, if applicable, otherwise, Generally Accepted Accounting Principles.

(d) Significant deficiencies.

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

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

(3) The CO will evaluate the Contractor’s response or the Contractor’s lack of response and notify the Contractor, in writing, of the CO final determination concerning:

   (i) Remaining significant deficiencies;

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

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

(e) If the Contractor receives the CO’s final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.
(f) Withholding payments. If the CO makes a final determination to disapprove the Contractor’s accounting system, and the Contract includes the Section H clause entitled, Contractor Business Systems, the CO will withhold payments in accordance with that clause.

H.18 DOE-H-2026 Contractor Purchasing System Administration (Oct 2014) (Revised)

(a) Definitions. As used in this clause:

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

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

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

(b) General.

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

(c) System criteria.

The Contractor’s purchasing system shall:

1. Have an adequate system description including policies, procedures, and purchasing practices that comply with the FAR (48 CFR Chapter 1) and the DOE Acquisition Regulation (48 CFR Chapter 9);
2. Ensure that all applicable purchase orders and subcontracts contain all flow down clauses, including terms and conditions and any other clauses needed to carry out the requirements of the prime contract;
3. Maintain an organization plan that establishes clear lines of authority and responsibility;
4. Ensure all purchase orders are based on authorized requisitions and include a complete and accurate history of purchase transactions to support vendor selected, price paid, and document the subcontract/purchase order files which are subject to Government review;
5. Establish and maintain adequate documentation to provide a complete and accurate history of purchase transactions to support vendors selected and prices paid;
6. Apply a consistent make-or-buy policy that is in the best interest of the Government;
7. Use competitive sourcing to the maximum extent practicable, and ensure debarred or suspended contractors are properly excluded from contract award;
(8) Evaluate price, quality, delivery, technical capabilities, and financial capabilities of competing vendors to ensure fair and reasonable prices in accordance with 48 CFR 15.404-1;

(9) Require management level justification and adequate cost or price analysis, as applicable, for any sole or single source award;

(10) Perform timely and adequate cost or price analysis and technical evaluation for each subcontractor and supplier proposal or quote to ensure fair and reasonable subcontract prices in accordance with 48 CFR 15.404-3;

(11) Document negotiations in accordance with 48 CFR 15.406-3;

(12) Seek, take, and document economically feasible purchase discounts, including cash discounts, trade discounts, quantity discounts, rebates, freight allowances, and company-wide volume discounts;

(13) Ensure proper type of contract selection in accordance with 48 CFR 16 and prohibit issuance of cost-plus-a-percentage-of-cost subcontracts;

(14) Maintain subcontract surveillance to ensure timely delivery of an acceptable product and procedures to notify the Government of potential subcontract problems that may impact delivery, quantity, or price;

(15) Document and justify reasons for subcontract changes that affect cost or price;

(16) Notify the Government of the award of all subcontracts that contain the 48 CFR Chapter 1 and 48 CFR Chapter 9 flow down clauses that allow for Government audit of those subcontracts, and ensure the performance of audits of those subcontracts;

(17) Enforce adequate policies on conflict of interest, gifts, and gratuities, including the requirements of the 41 USC chapter 87, Kickbacks;

(18) Perform internal audits or management reviews, training, and maintain policies and procedures for the purchasing department to ensure the integrity of the purchasing system;

(19) Establish and maintain policies and procedures to ensure purchase orders and subcontracts contain mandatory and applicable flow down clauses, as required by 48 CFR chapter 1, including terms and conditions required by the prime contract and any clauses required to carry out the requirements of the prime contract;

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

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

(22) Establish and maintain procedures to ensure performance of adequate price or cost analysis on purchasing actions;
(23) Establish and maintain procedures to ensure that proper types of subcontracts are selected, and that there are controls over subcontracting, including oversight and surveillance of subcontracted effort; and

(24) Establish and maintain procedures to timely notify the CO, in writing, if:

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

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

(d) Significant deficiencies.

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

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

(3) The CO will evaluate the Contractor’s response or the Contractor’s lack of response and notify the Contractor, in writing, of the CO’s final determination concerning:

(i) Remaining significant deficiencies;

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

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

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

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

H.19 DOE-H-2027 Contractor Property Management System Administration (Oct 2014) (Revised)

(a) Definitions. As used in this clause:
(1) “Acceptable property management system” means a property system that complies with the system criteria in paragraph (c) of this clause.

(2) “Property management system” means the Contractor’s system or systems for managing and controlling Government property.

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

(b) General.

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

(c) System criteria.

The Contractor’s property management system shall be in accordance with paragraph (f) of the Contract clause at 48 CFR 52.245-1.

(d) Significant deficiencies.

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

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

(3) The CO will evaluate the Contractor’s response or the Contractor’s lack of response and notify the Contractor, in writing, of the CO’s final determination concerning:

   (i) Remaining significant deficiencies;

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

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

(e) If the Contractor receives the CO’s final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.
(f) Withholding payments. If the CO makes a final determination to disapprove the Contractor’s property management system, and the Contract includes the Section H clause entitled, Contractor Business Systems, the CO will withhold payments in accordance with that clause.

DOE Corporate Clauses Other Than CHRM or Business Systems

H.20 DOE-H-2014 Contractor Acceptance of Notices of Violation or Alleged Violations, Fines, and Penalties (Oct 2014) (Revised)

(a) The Contractor shall accept, in its own name, notices of violation(s) or alleged violations (NOVs/NOAVs) issued by federal or state regulators to the Contractor resulting from the Contractor’s performance of work under this contract, without regard to liability. The allowability of the costs associated with fines and penalties shall be subject to other provisions of this Contract.

(b) Liability and responsibility for fines or penalties and associated costs arising from or related to violations of environmental requirements imposed by applicable Federal, state, and local environmental laws and regulations, including, without limitation, statutes, ordinances, regulations, court orders, consent decrees, administrative orders, or compliance agreements, consent orders, permits, and licenses; and safety, health or quality requirements shall be borne by the party that caused the violation(s). This clause resolves liability for fines and penalties though the cognizant regulatory authority may assess such fines or penalties upon either party or both parties without regard to the allocation of responsibility or liability under this contract. The allocation of liability for such fine or penalty is effective regardless of which party signs permit application, manifest, reports or other required documents, is assessed a fine or penalty, is a permittee, or is named subject of an enforcement action.

(c) After providing DOE advance written notice, the Contractor shall conduct negotiations with regulators regarding NOVs/NOAVs and fines and penalties. DOE may participate in all negotiations with regulatory agencies regarding permits, fines, penalties, and any other proposed notice, notice, administrative order, and any similar type of notice as described in paragraphs (a) and (b) above. However, the Contractor shall not make any commitments or offers to regulators that would bind the Government, including monetary obligations, without first obtaining written approval from the CO. Failure to obtain advance written approval may result in otherwise allowable costs being declared unallowable and/or the Contractor being liable for any excess costs to the Government associated with or resulting from such offers/commitments.

(d) The Contractor shall notify DOE promptly when it receives service from the regulators of NOVs/NOAVs and fines and penalties.


The Contractor’s parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance of the contract as evidenced by the Performance Guarantee Agreement incorporated in the Contract in Section J, Attachment J-5. If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and severable liability for the performance of the contract. In the event any of the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the CO.
H.22  DOE-H-2017 Responsible Corporate Official and Corporate Board of Directors (Oct 2014)

The Contractor has provided a guarantee of performance from its parent company(s) in the form set forth in Section J, Attachment J-5 entitled, Performance Guarantee Agreement. The individual signing the Performance Guarantee Agreement for the parent company(s) should be the Responsible Corporate Official. The Responsible Corporate Official is the person who has sole corporate (parent company(s)) authority and accountability for Contractor performance. DOE may contact, as necessary, the single Responsible Corporate Official identified below regarding Contract performance issues.

Responsible Corporate Official: [Offeror Fill-In]

Name: ________________________________________________
Position: ______________________________________________
Company/Organization: __________________________________
Address: ______________________________________________
Phone: ________________________________________________
Facsimile: ____________________________________________
Email: ________________________________________________

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

Identified below is each member of the Corporate Board of Directors that will have corporate oversight. DOE may contact, as necessary, any member of the Corporate Board of Directors, who is accountable for corporate oversight of the Contractor organization and key personnel.

Corporate Board of Directors: [Offeror Fill-In]

Name: ________________________________________________
Position: ______________________________________________
Company/Organization: __________________________________
Address: ______________________________________________
Phone: ________________________________________________
Facsimile: ____________________________________________
Email: ________________________________________________

Should any change occur to the Corporate Board of Directors, the majority interest, or their contact information during the period of the Contract, the Contractor shall promptly notify the CO in writing of the change.

The Contractor shall adopt or recommend the amendment of the following systems of records on individuals to accomplish an agency function pursuant to the Section I clause FAR 52.224-2 entitled, Privacy Act.

<table>
<thead>
<tr>
<th>DOE Privacy Act System No.</th>
<th>DOE Privacy Act System Description</th>
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</thead>
<tbody>
<tr>
<td>DOE-5</td>
<td>Personnel Records of Former Contractor Employees (Includes All Former Workers)</td>
</tr>
<tr>
<td>DOE-10</td>
<td>Energy Employees Occupational Illness Compensation Program Act Files</td>
</tr>
<tr>
<td>DOE-11</td>
<td>Emergency Operations Notification Call List</td>
</tr>
<tr>
<td>DOE-13</td>
<td>Payroll and Leave Records</td>
</tr>
<tr>
<td>DOE-14</td>
<td>Report of Compensation</td>
</tr>
<tr>
<td>DOE-15</td>
<td>Intelligence-Related Access Authorization</td>
</tr>
<tr>
<td>DOE-18</td>
<td>Financial Accounting System</td>
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<tr>
<td>DOE-23</td>
<td>Property Accountability System</td>
</tr>
<tr>
<td>DOE-28</td>
<td>General Training Records</td>
</tr>
<tr>
<td>DOE-31</td>
<td>Firearms Qualification Records</td>
</tr>
<tr>
<td>DOE-33</td>
<td>Personnel Medical Records (Present and Former DOE Employees and Contractor Employees)</td>
</tr>
<tr>
<td>DOE-35</td>
<td>Personnel Radiation Exposure Records</td>
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<tr>
<td>DOE-38</td>
<td>Occupational and Industrial Accident Records</td>
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<td>DOE-43</td>
<td>Personnel Security Clearance Files</td>
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<tr>
<td>DOE-48</td>
<td>Security Education and/or Infraction Reports</td>
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<td>DOE-51</td>
<td>Employee and Visitor Access Control Records</td>
</tr>
<tr>
<td>DOE-52</td>
<td>Access Control Records of International Visits, Assignments, and Employment at DOE Facilities and Contractor Sites</td>
</tr>
<tr>
<td>DOE-53</td>
<td>Access Authorization for ADP Equipment</td>
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<tr>
<td>DOE-58</td>
<td>General Correspondence Files of the Office of the Secretary of Energy, Deputy Secretary and Under Secretary of Energy</td>
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<tr>
<td>DOE-60</td>
<td>General Correspondence Files</td>
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<tr>
<td>DOE-81</td>
<td>Counterintelligence Administrative and Analytical Records and Reports</td>
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<tr>
<td>DOE-84</td>
<td>Counterintelligence Investigative Records</td>
</tr>
<tr>
<td>DOE-88</td>
<td>Epidemiologic and Other Health Studies, Surveys, and Surveillances</td>
</tr>
</tbody>
</table>

If the above list does not address all of the systems of records that are generated based on contract performance, then the Contractor shall notify the CO as soon as the discrepancy is discovered. The
Contractor shall monitor the identified systems and notify the CO immediately if there is a change to an existing system or if a new system is needed. Lack of notification does not exempt the Contractor from complying with the Privacy Act. To ensure that systems are monitored consistently, the Contractor must review the list annually and notify the CO, in writing, that the list is accurate and up to date.

The above list shall be revised by mutual agreement between the Contractor and the CO, in consultation with the local Privacy Act Officer and/or General Counsel, as necessary, to keep it current. A formal modification to the contract is not required to incorporate these revisions; however, the revisions become effective upon mutual written agreement of the parties. The mutually agreed-upon revisions shall have the same effect as if they were actually among the systems listed in the table above, for the purpose of satisfying the listing requirement contained in paragraph (a)(1) of the contract clause for FAR 52.224-2 entitled, Privacy Act. The revisions will be formally incorporated at the next convenient contract modification. Additional information on Privacy Act Systems of Records can be found on the DOE Privacy Office home page.

FAR 52.224-1 entitled, Privacy Act Notification, and FAR 52.224-2 entitled, Privacy Act, clauses are mandatory flow-down clauses that must be included in any subcontract requiring design, development, or operation of a Privacy Act system of record, including third-party medical services contracts. Such subcontracts also require flow down of clauses specifically identifying applicable Privacy Act systems of records into the subcontracts. For example, medical services contracts must include the substance of this clause above identifying system of record DOE-33, Personnel Medical Records, along with language on records turnover when employees terminate. Subcontracts must also contain scope requirements necessary to ensure DOE and contractor compliance with applicable records management and Privacy Act requirements.


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

(a) The Government may take possession of and use all technical data, including limited rights data, restricted computer software, and data and software obtained from subcontractors, licensors, and licensees, necessary to complete the work in conformance with this contract, including the right to use the data in any Government solicitations for the completion of the work contemplated under this contract. Technical data includes, but is not limited to, specifications, designs, drawings, operations manuals, flowcharts, software, databases and any other information necessary for the completion of the work under this contract. Limited rights data and restricted computer software will be protected in accordance with the provisions of the Section I clause “DEAR 970.5227-1 Rights in Data - Facilities.” The Contractor shall ensure that its subcontractors and licensees make similar rights available to the Government and its contractors.

(b) The Contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the Contractor, and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles, materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility; and (2) to transfer such license with the transfer of that facility. The acceptance or exercise
by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity or scope of, or title to, any rights or patents or other intellectual property herein licensed.

(c) In addition, the Contractor will take all necessary steps to assign permits, authorizations, leases, and licenses in any third party intellectual property to the Government, or such other third party as the Government may designate, that are necessary for the completion of the work contemplated under this Contract.


(a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure.

(b) Work Stoppage. In the event of an Imminent Health and Safety Hazard; an activity could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue; or an action that could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (e.g., directing the operator/implementer of the activity or process causing the imminent hazard to stop work, initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect DOE facilities and the environment. In the event an Imminent Health and Safety Hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating action(s) should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the CO.

(c) Shutdown. In the event of an imminent danger in relation to the facility safety envelope or a non-Imminent Health and Safety Hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the DOE Site Manager. Any written direction to suspend operations shall be issued by the CO, pursuant to FAR 52.242-15 clause entitled, Stop-Work Order.

(d) This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute “Contractor Representatives” for “the CO” in all subcontracts.

H.26 DOE-H-2033 Alternative Dispute Resolution (Oct 2014)

(a) DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, DOE and the Contractor shall use their best efforts to
informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy
may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with
each other in good faith, recognizing their mutual interests, and attempt to reach a just and
eQUITABLE solution satisfactory to both parties.

(b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time,
the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at
FAR 52.233-1 entitled, Disputes. The ADR process may involve mediation, facilitation,
fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party
may be an individual, a board comprised of independent experts, or a company with specific
expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will
not render a binding decision, but will assist the parties in reaching a mutually satisfactory
agreement. Any opinions of the neutral party shall not be admissible as evidence in any subsequent
litigation proceedings.

c) Either party may request that the ADR process be used. The Contractor shall make a written
request to the CO, and the CO shall make a written request to the appropriate official of the
Contractor. A voluntary election by both parties is required to participate in the ADR process.
The parties must agree on the procedures and terms of the process, and officials of both parties who
have the authority to resolve the issue must participate in the agreed-upon process.

d) ADR procedures may be used at any time that the CO has the authority to resolve the issue in
controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to
all or a portion of the claim. If ADR procedures are used subsequent to issuance of a CO’s final
decision under the clause at FAR 52.233-1 entitled, Disputes, their use does not alter any of the
time limitations or procedural requirements for filing an appeal of the CO’s final decision and does
not constitute reconsideration of the final decision.

e) If the CO rejects the Contractor’s request for ADR proceedings, the CO shall provide the Contractor
with a written explanation of the specific reasons the ADR process is not appropriate for the
resolution of the dispute. If the Contractor rejects the CO’s request to use ADR procedures, the
Contractor shall provide the CO with the reasons for rejecting the request.

H.27 DOE-H-2034 Contractor Interface with Other Contractors and/or
Government Employees (Oct. 2014) (Revised)

The Government may award contracts to other contractors for work to be performed at a DOE-owned or
DOE-controlled site or facility. The Contractor shall cooperate fully with all other onsite DOE contractors
and Government employees. The Contractor shall coordinate its own work with such other work as may
be directed by the CO or a duly authorized representative. The Contractor shall not commit any act which
will interfere with the performance of work by any other contractor or by a Government employee and
seek CO direction if there is an unresolved conflict.

H.28 DOE-H-2035 Organizational Conflict of Interest Management Plan (Oct 2014)
(Revised)

Within 15 days after the NTP, the Contractor shall submit to the CO for approval an Organizational
Conflict of Interest (OCI) Management Plan (Plan). The Plan shall describe the Contractor’s program to
identify, avoid, neutralize, or mitigate potential or actual conflicts of interest that exist or may arise during
contract performance and otherwise comply with the requirements of the clause at DEAR 952.209-72
entitled, *Organizational Conflicts of Interest*. The Plan shall be periodically updated as required during the term of the contract. The Plan shall include, as a minimum, the following:

(a) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor, its related entities and other performing entities under the Contract.

(b) The procedures the Contractor will utilize to avoid, neutralize, or mitigate potential or actual conflicts of interest.

(c) The procedures for reporting actual or potential conflicts of interest to the CO. The resolution of potential or actual conflicts of interest that exist or may arise during contract performance shall be documented as part of the Plan.

(d) The procedures the Contractor will utilize to oversee, implement, and update the Plan, to include assigning responsibility for management, oversight and compliance to an individual in the Contractor’s organization with full authority to implement the Plan.

(e) The procedures for ensuring all required representations, certifications and factual analyses are submitted to the CO for approval in a timely manner.

(f) The procedures for protecting agency information that could lead to an unfair competitive advantage if disclosed including collecting disclosure agreements covering all individuals, subcontractors, and other entities with access to agency-sensitive information and physical safeguarding of such information.

(g) An OCI training and awareness program that includes periodic, recurring training and a process to evidence employee participation.

(h) The enforceable, employee disciplinary actions to be used by the Contractor for violation of OCI requirements.

**H.29 DOE-H-2043 Assignment and Transfer of Prime Contracts and Subcontracts (Oct 2014) (Revised)**

(a) Assignment and Transfer of other DOE Prime Contracts. During the period of performance (POP) of this Contract it may become necessary for the DOE to transfer and assign existing or future DOE prime contracts in whole or in part supporting site work to this Contract. The Contractor shall accept the transfers and assignments of contracts. Transfer and assignment of prime contracts to the Contractor, if any, will be for administration purposes, and once transferred, will become subcontracts to the Contractor. Any recommendations and/or suggestions on individual transfers shall be submitted in writing to the CO prior to the transfer or assignment.

(b) Assignment and Transfer of this Prime Contract. During the POP of this Contract it may become necessary for the DOE to transfer and assign in whole or in part this Contract to another DOE contractor. The Contractor shall accept the transfers and assignment. Transfer and assignment, if any, will be for administration purposes, and once transferred, will become a subcontract to the assignee. Any recommendations and/or suggestions on individual transfers shall be submitted in writing to the CO prior to the transfer or assignment.

(c) Transfer and Assignment of Subcontracts. The Contractor agrees to transfer and assign or accept transfer and assignment of existing subcontracts including lower-tier subcontracts as determined necessary by DOE for continuity of operations. The transfer and assignment may be to or from another contractor or to or from DOE as a prime contractor. Transfer or assignment of subcontracts
to or from the Contractor, if any, will be for administration purposes, and once transferred, will become subcontracts to the Contractor. The Contractor shall use its best efforts to negotiate changes to the assigned subcontracts incorporating mandatory flow-down provisions at no cost. If the subcontractor refuses to accept the changes or requests price adjustments, the Contractor will notify the CO in writing. This Clause is required as a flow-down clause in all subcontracts.

H.30 DOE-H-2045 Contractor Community Commitment (Oct 2014) (Revised)

(a) The Contractor shall submit to DOE an annual plan for community commitment activities and report on program progress semi-annually.

(b) The Contractor’s annual plan for community commitment activities will identify those meaningful actions and activities that it intends to implement within the surrounding counties and local municipalities. The Contractor may engage in any community actions or activities it determines meets the objectives of DOE’s community commitment policy. It is the policy of the DOE to be a constructive partner in the geographic region in which DOE conducts its business. The basic elements of this policy include: (1) Recognizing the diverse interests of the region and its stakeholders, (2) engaging regional stakeholders in issues and concerns of mutual interest, and (3) recognizing that giving back to the community is a worthwhile business practice. Accordingly, the Contractor agrees that its business operations and performance under the Contract will be consistent with the intent of the policy and elements set forth above. Actions and activities in the areas listed below are representative of the areas in which the Contractor may choose to perform. However, the list is not all-inclusive and is not intended to preclude the Contractor from initiating and performing other constructive community activities or involvement in charitable endeavors it deems worthwhile.

(1) Regional educational outreach programs. The objectives of these programs include teacher enhancement, student support, curriculum enhancement, educational technology, public understanding, and providing the services of contractor employees to schools, colleges, and universities. Regional educational outreach programs could involve providing contractor employees the opportunity to improve their employment skills and opportunities by an educational assistance allowance, provision for outside training programs either during or outside regular work hours, or executive training programs for non-executive employees. This could also involve participating in activities that foster relationships with regional educational institutions and other institutions of higher learning, or encouraging students to pursue science, engineering, and technology careers.

(2) Regional purchasing programs. The Contractor may conduct business alliances with regional vendors. These alliances may include training and mentoring programs to enable regional vendors to compete effectively for subcontracts and purchase orders and/or assistance with the development of business systems (accounting, budget, payroll, property, etc.), to enable regional vendors to meet the audit and reporting requirements of the Contractor and DOE. These alliances may also serve to encourage the formation of regional trade associations, which will better enable regional businesses to satisfy the Contractor’s needs.

The Contractor may coordinate and cooperate with the Chambers of Commerce, Small Business Development Centers, and like organizations, and make prospective regional vendors aware of any assistance that may be available from these entities. DOE encourages the use of regional vendors in fulfilling contract requirements.
(3) Community support. The Contractor may directly sponsor specific local community activities or sponsor individual employees to work with a specific local community activity.

The Contractor may provide support and assistance to community service organizations.

The Contractor may support strategic partnerships with professional and scientific organizations to enhance recruitment into all levels of its organization.

(c) The Contractor may use fee dollars to pay for its community commitment actions, as it deems appropriate. All costs to be incurred by the Contractor for community commitment actions and activities are unallowable and non-reimbursable under the contract.

The Contractor shall encourage its subcontractors, at all tiers, to participate in these activities.

H.31 DOE-H-2046 Diversity Program (Oct 2014)

(a) The Contractor shall develop and implement a diversity program consistent with and in support of the DOE’s diversity program. A diversity plan covering the full period of performance (base and option periods) shall be submitted to the CO for approval within 60 calendar days after the NTP. Once the diversity plan is approved by the CO, the Contractor shall implement the diversity plan within 30 calendar days of its approval by the CO.

(b) The diversity plan shall address, at a minimum, the Contractor’s approach, to ensure an effective diversity program (including addressing applicable affirmative action and equal employment opportunity regulations) to include:

(1) A statement of the Contractor’s policies and practices; and

(2) Planned initiatives and activities that demonstrate a commitment to a diversity program, including recruitment strategies for hiring a diverse workforce. The diversity program shall also address, at a minimum, the Contractor’s approach for promoting diversity through (1) the Contractor’s workforce; (2) educational outreach, including a mentor/protégé program; (3) stakeholder involvement and outreach; (4) subcontracting; and (5) economic development.

(c) An annual diversity report shall be submitted pursuant to Section J, Attachment J-10 entitled, Contract Deliverables. This report shall provide a list of accomplishments achieved, both internally and externally during the current reporting period, and projected initiatives during the next reporting period. The report shall also list any proposed changes to the diversity plan which shall be subject to the CO’s approval.

H.32 DOE-H-2048 Public Affairs – Contractor Releases of Information (Oct 2014)

In implementation of the clause DEAR 952.204-75 entitled, Public Affairs, all communications or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed under the contract shall be reviewed and approved by DOE prior to issuance.

Therefore, the Contractor shall, at least 3 calendar days prior to the planned issue date, submit a draft copy to the CO of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under this contract. The CO will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.
H.33 DOE-H-2052 Representations, Certifications, and Other Statements of the Offeror (Oct 2014) (Revised)

The Contractor’s Representations, Certifications, and Other Statements, dated [Offeror Fill-In] are made in response to Solicitation No. [Offeror Fill-In] are hereby incorporated into the contract.

H.34 DOE-H-2053 Worker Safety and Health Program in Accordance with 10 CFR 851 (Oct 2014)

(a) The Contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, Worker Safety and Health Program, and any applicable DOE Directives incorporated into the Contract. The Contractor shall develop, implement, and maintain a written Worker Safety and Health Program (WSHP) which shall describe the Contractor’s method for complying with and implementing the applicable requirements of 10 CFR 851. The WSHP shall be submitted to and approved by DOE. The approved WSHP must be implemented prior to the start of work. In performance of the work, the Contractor shall provide a safe and healthful workplace and must comply with its approved WSHP and all applicable federal and state environment, health, and safety regulations.

(b) The Contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. When more than one contractor works in a shared workplace, the Contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. The Contractor shall participate in all emergency response drills and exercises related to the Contractor’s work, and interface with other DOE contractors.

(c) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer Representative (COR). Upon request, the Contractor shall provide to the COR a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for work performed at DOE facilities.

(d) The CO may notify the Contractor, in writing, of any noncompliance with the terms of this clause, and the corrective action(s) to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action(s).

(e) In the event that the Contractor fails to comply with the terms and conditions of this clause, the CO may, without prejudice to any other legal or contractual rights, issue a stop-work order halting all or any part of the work. Thereafter, the CO may, at his or her discretion, cancel the stop-work order so that the performance of work may be resumed. The Contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule due to any stop-work order issued under this clause.

(f) The Contractor shall flow down the requirements of this clause to all subcontracts at any tier.

(g) In the event of a conflict between the requirements of this clause and 10 CFR 851, the requirements of 10 CFR 851 shall take precedence.
H.35  DOE-H-2058 Designation and Consent of Teaming Subcontracts – Alternate I (Oct 2014) (Revised)

(a) The following subcontracts have been determined to be Teaming Subcontracts:

[Offeror Fill-In]

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

(c) In the event that the Contractor proposes to use a new, or replace, one or more of the approved Teaming Subcontractors identified in paragraph (a) above in performance of an individual Task Order, the Contractor shall provide advance notification to, and obtain consent from the cognizant Contracting Officer notwithstanding any other terms and conditions of the contract. Consent of these subcontracts is retained by the cognizant Contracting Officer for the Task Order and will not be delegated. The requirements of this paragraph (c) apply when the Contractor proposes the use of a new Teaming Subcontractor either prior to or subsequent to the award of the individual Task Order. The Contractor shall provide rationale and a detailed explanation including the equivalency or similarity of the experience and qualifications to the above listed Teaming Subcontractor and any other information requested by the cognizant Contracting Officer. Consent may be provided on a one time basis only and should not be construed as authorizing the use of the new Teaming Subcontractor on future Task Orders.


(a) Federal Law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics and artifacts. The Contractor shall control the movements of its personnel and its subcontractor’s personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to report to the Contracting Officer the existence of any antiquities so discovered.

(b) The Contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat mitigation plans and permits. Furthermore, all wildlife must be protected consistent with programs approved by the Contracting Officer.

(c) Except as required by or specifically provided for in other provisions of this contract, the Contractor shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the job site without the prior approval of DOE or its designee.

H.37  DOE-H-2061 Change Order Accounting (Oct 2014)

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


(a) Performance of work under this Contract may result in the Contractor having access to Controlled Unclassified Information (CUI), including Official Use Only information, via written or electronic documents, or by virtue of having access to DOE’s electronic or other systems. Such CUI includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Government or other companies or organizations. The Contractor shall treat this information as confidential and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the CO.

(b) The restrictions set out in paragraph (a) above, however, do not apply to:

1. Information which, at the time of receipt by the Contractor, is in the public domain;
2. Information which, subsequent to receipt by the Contractor, becomes part of the public domain through no fault or action of the Contractor;
3. Information which the Contractor can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained by performing work under this contract;
4. Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence; or
5. Information which is subject to release under applicable law.

(c) The Contractor shall obtain a written agreement from each of its employees who are granted access to, or furnished with, confidential information, whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information to any person or entity except those persons within the Contractor’s organization directly concerned with the performance of the contract. The agreement shall be in a form satisfactory to the CO.

(d) Upon request of the CO, the Contractor agrees to execute an agreement with any party which provides CUI to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of CUI obtained by the Contractor. A copy of the agreement, which shall include all material aspects of this clause, shall be provided to the CO for approval.

(e) Upon request of the CO, the Contractor shall supply the Government with reports itemizing the confidential or proprietary information it receives under this contract and identify the source (company, companies or other organizations) of the information.

(f) The Contractor agrees to flow down this clause to all subcontracts issued under this contract.


(a) Acquisition of Information Technology. The Government may provide information technology equipment, existing computer software (as described in 48 CFR 27.405), and third party services for
the Contractor’s use in the performance of the contract; and the Contracting Officer may provide guidance to the Contractor regarding usage of such equipment, software, and third party services. The Contractor is not authorized to acquire (lease or purchase) information technology equipment, existing computer software, or third party services at the Government’s direct expense without prior written approval of the Contracting Officer. Should the Contractor propose to acquire information technology equipment, existing computer software, or third party services, the Contractor shall provide to the Contracting Officer justification for the need, including a complete description of the equipment, software or third party service to be acquired, and a lease versus purchase analysis if appropriate.

(b) The Contractor shall immediately provide written notice to the Contracting Officer’s Representative when an employee of the Contractor no longer requires access to the Government information technology systems.

(c) The Contractor shall not violate any software licensing agreement, or cause the Government to violate any licensing agreement.

(d) The Contractor agrees that its employees will not use, copy, disclose, modify, or reverse engineer existing computer software provided to it by the Government except as permitted by the license agreement or any other terms and conditions under which the software is made available to the Contractor.

(e) If at any time during the performance of this contract the Contractor has reason to believe that its utilization of Government furnished existing computer software may involve or result in a violation of the software licensing agreement, the Contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the Contractor shall continue performance of the work required under this contract without utilizing the software.

(f) The Contractor agrees to include the requirements of this clause in all subcontracts at any tier.

(g) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified below in implementing the requirements of this clause. The Contracting Officer, may, at any time, unilaterally amend this clause in order to add, modify or delete specific requirements.

**H.40 DOE-H-2068 Conference Management (Oct 2014)**

The Contractor agrees that:

(a) The Contractor shall ensure that contractor-sponsored conferences reflect the DOE/NNSA’s commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of DOE/NNSA as well as other sponsors of work. In addition, the Contractor will ensure conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.

(b) For the purposes of this clause, “conference” is defined in Attachment 2 to the Deputy Secretary’s memorandum of August 17, 2015, entitled *Updated Guidance on Conference-Related Activities and Spending*.

(c) Contractor-sponsored conferences include those events that meet the conference definition and either or both of the following:
(1) The Contractor provides funding to plan, promote, or implement an event, except in instances where a contractor:

   (i) Covers participation costs in a conference for specified individuals (e.g., students, retirees, speakers, etc.) in a total amount not to exceed $10,000 (by individual contractor for a specific conference); or

   (ii) Purchases goods or services from the conference planners (e.g., attendee registration fees, renting booth space).

(2) The Contractor authorizes use of its official seal, or other seals/logos/trademarks to promote a conference. Exceptions include non-M&O contractors who use their seal to promote a conference that is unrelated to their DOE contract(s) (e.g., if a DOE IT contractor were to host a general conference on cyber security).

(d) Attending a conference, giving a speech or serving as an honorary chairperson does not connote sponsorship.

(e) The Contractor will provide information on conferences they plan to sponsor with expected costs exceeding $100,000 in the Department’s Conference Management Tool, including:

   (1) Conference title, description, and date;

   (2) Location and venue;

   (3) Description of any unusual expenses (e.g., promotional items);

   (4) Description of contracting procedures used (e.g., competition for space/support);

   (5) Costs for space, food/beverages, audio visual, travel / per diem, registration costs, recovered costs (e.g., through exhibit fees); and

   (6) Number of attendees.

(f) The Contractor will not expend funds on the proposed contractor-sponsored conferences with expenditures estimated to exceed $100,000 until notified of approval by the CO.

(g) For DOE-sponsored conferences, the contractor will not expend funds on the proposed conference until notified by the CO.

   (1) DOE-sponsored conferences include events that meet the definition of a conference and where the Department provides funding to plan, promote, or implement the conference and/or authorizes use of the official DOE seal, or other seals/logos/trademarks to promote a conference. Exceptions include instances where DOE:

      (i) Covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed $10,000 (by individual contractor for a specific conference); or

      (ii) Purchases goods or services from the conference planners (e.g., attendee registration fees; renting booth space) or provides funding to the conference planners through Federal grants.

   (2) Attending a conference, giving a speech, or serving as an honorary chairperson does not connote sponsorship.
(3) The Contractor will provide cost and attendance information on their participation in all DOE-sponsored conference in the DOE Conference Management Tool.

(h) For non-Contractor sponsored conferences, the Contractor shall develop and implement a process to ensure costs related to conferences are allowable, allocable, reasonable, and further the mission of DOE/NNSA. This process must at a minimum:

(1) Track all conference expenses; and

(2) Require the Laboratory Director (or equivalent) or Chief Operating Officer approve a single conference with net costs to the contractor of $100,000 or greater.

(i) Contractors are not required to enter information on non-sponsored conferences in DOE’s Conference Management Tool.

(j) Once funds have been expended on a non-sponsored conference, contractors may not authorize the use of their trademarks/logos for the conference, provide the conference planners with more than $10,000 for specified individuals to participate in the conference, or provide any other sponsorship funding for the conference. If a contractor does so, its expenditures for the conference may be deemed unallowable.

H.41 DOE-H-2069 Payments for Domestic Extended Personnel Assignments
(Oct 2014) [Revised]

(a) Definition. For purposes of this clause, “domestic extended personnel assignments” are defined as any assignment of contractor personnel to a domestic location different than (and more than 50 miles from) their permanent duty station for a period expected to exceed 30 consecutive calendar days.

(b) For domestic extended personnel assignments, the Contractor shall be reimbursed the lesser of temporary relocation costs (Temporary Change of Station allowances as described in the Federal Travel Regulation at §302-3.400 - §302-3.429) or a reduced per diem (Extended Travel Duty) in accordance with the allowable cost provisions of the contract and the following:

(1) When a reduced per diem method (Extended Travel Duty) is utilized, the allowances are as follows:

   (i) Lodging. For the first 60 days and last 30 days of the assignment, the Government will reimburse costs associated with lodging at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. The intervening days’ lodging will be reimbursed at the lesser of actual cost or 55% of Federal per diem.

   (ii) Meals and Incidental Expenses. For the first 30 days and last 30 days of the assignment, the Government will reimburse costs associated with meals and incidental expenses (M&IE) at a rate not to exceed 100% of the Federal per diem rate at the assignment location. The intervening days M&IE will be reimbursed at a reduced rate, not to exceed 55% of Federal per diem.

   (iii) Receipts are required to substantiate all lodging expenses and any other authorized expenses greater than $75.

(2) The Government will not reimburse any costs associated with per diem (except for en route travel) unless the contractor employee maintains a residence at the permanent duty station.

(3) The Government will not reimburse costs associated with salary premiums, per diem, lodging, or other subsidies for contractor employees on domestic extended personnel assignments after three
(3) years (except for the reimbursements described above during the last 30 days of the assignment).

(4) If an assignment has breaks within a three-year period, the calculation of the total length of the assignment will be as follows: If the break between assignments is less than 12 months, the Government will consider the assignment continuous for purposes of the three-year clock. For instance, if a contractor employee completes a two-year assignment at location A and returns to his/her permanent duty station for 12 months, a subsequent new two-year assignment back to location A will restart the three-year clock. The assignments will be considered three separate two-year assignments. On the other hand, if in the previous example the employee’s return to his/her permanent duty station was for six months, the Government would consider the second assignment to be a continuation of the first for purposes of the three-year rule.

(5) The Government will not reimburse costs associated with salary premiums that exceed 10% of base salary.

(6) The Contractor shall include the substance of this clause in all subcontracts in which travel will be reimbursed at cost.

H.42 DOE-H-2070 Key Personnel – Alternate I (Oct 2014) (Revised)

(a) Pursuant to the clause DEAR 952.215-70 entitled, Key Personnel, the required key personnel for this Contract are identified below (Table H-2):

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Offeror Fill-In]</td>
<td>Program Manager</td>
</tr>
<tr>
<td>[Offeror Fill-In] (as applicable)</td>
<td>[Offeror Fill-In] (as applicable)</td>
</tr>
</tbody>
</table>

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

(1) Key personnel team requirements. The CO and designated COR(s) shall have direct access to the key personnel assigned to the contract. All key personnel shall be assigned full-time to their respective positions and their permanent duty station is located on the Hanford Site or within the local area. The Contractor shall notify the CO and request approval in writing at least 60 days in advance of any changes to key personnel.

(2) No key person position shall remain vacant for a period more than 30 days following CO approval of a change in key personnel or Contractor will be subject to reduction of fee according to (c)(1) or (c)(2) below respective to the key position vacated.

(3) Approval of changes to key personnel is at the unilateral discretion of the CO.

(b) Definitions. In addition to the definitions contained in the clause DEAR 952.215-70, the following shall apply:

(1) Key personnel are considered “managerial personnel” under the clause DEAR 952.231-71 entitled, Insurance – Litigation and Claims.
(2) For the purposes of this Clause, “Changes to Key Personnel”, is defined as: (i) any change to the position assignment of a current key person under the Contract, except for a person who acts for short periods of time, in the place of a key person during his or her absence, the total time of which shall not exceed 30 working days during any given year (ii) utilizing the services of a new substitute key person for assignment to the Contract beyond 30 working days; or (iii) assigning a current key person for work outside the Contract.

(3) For the purposes of this Clause, “Beyond the Contractor’s Control,” is defined as an event for which the Contractor lacked legal authority or ability to prevent “Changes to Key Personnel”.

(c) Contract fee reductions for changes to Key Personnel.

Any key person change according to the definition for “Changes to Key Personnel” above shall be subject to reduction of fee according to (c)(1) or (c)(2) below respective to the key position vacated.

(1) Notwithstanding the approval by the CO, any time the Program Manager is removed, replaced, or diverted within three years of being placed in the position, the earned fee under the Contract may be permanently reduced by $500,000 for each and every such occurrence. A change to a key person “Beyond the Contractor’s Control” shall not result in a permanent reduction of fee under this subsection.

(2) Notwithstanding the approval by the CO, any time a key person other than the Program Manager is removed, replaced, or diverted within three years of being placed in the position, the earned fee may be permanently reduced by $250,000 for each and every such occurrence. A change to a key person, other than the Program Manager, “Beyond the Contractor’s Control” shall not result in a permanent reduction of fee under this subsection.

(3) The Contractor may request in writing that the CO consider waiving all or part of a reduction in earned fee. Such written request shall include the Contractor’s basis for the removal, replacement, or diversion of any key personnel. The CO shall have the unilateral discretion to make the determination to waive all or part of the reduction in earned fee.

### H.43 DOE-H-2071 Department of Energy Directives (Oct 2014)

(a) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy (DOE) directives, or parts thereof listed in Section J, Attachment J-2.

(b) The Contracting Officer may, at any time, unilaterally amend this clause, or other clauses which incorporate DOE directives, in order to add, modify or delete specific requirements. Prior to revising the listing of directives, the Contracting Officer shall notify the Contractor in writing of the Department's intent to revise the list, and the Contractor shall be provided with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule, and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the listing of directives and so advise the Contractor not later than 30 days prior to the effective date of the revision.
(c) Notwithstanding the process described in paragraph (b), the Contracting Officer may direct the Contractor to immediately begin compliance with the requirements of any directive.

(d) The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision pursuant to the changes in Section I of this contract.

(e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor shall include this clause in all subcontracts to the extent necessary to ensure the Contractor’s compliance with these requirements.

H.44 DOE-H-2072 Use of Government Vehicles by Contractor Employees (Oct 2014)

(a) The Government will provide Government-owned and/or Government-leased motor vehicles for the Contractor’s use in performance of this contract in accordance with the clause FAR 52.245-1 entitled, Government Property and FAR 52.251-2 entitled, Interagency Fleet Management System (IFMS) Vehicles and Related Services.

(b) The Contractor shall ensure that its employees use and operate Government-owned and/or Government-leased motor vehicles in a responsible and safe manner to include the following requirements:

1. Use vehicles only for official purposes and solely in the performance of the Contract.
2. Do not use vehicles for transportation between an employee’s residence and place of employment, unless authorized by the CO.
3. Comply with Federal, state and local laws and regulations for the operation of motor vehicles.
4. Possess a valid state, District of Columbia, or commonwealth’s operator license or permit for the type of vehicle to be operated.
5. Operate vehicles in accordance with the operator’s packet furnished with each vehicle.
6. Use seat belts while operating or riding in a Government vehicle.
7. Do not use tobacco products while operating or riding in a Government vehicle.
8. Do not provide transportation to strangers or hitchhikers.
9. Do not engage in “text messaging” while operating a Government vehicle, which includes those activities defined in the clause FAR 52.223-18 entitled, Encouraging Contractor Policies to Ban Text Messaging While Driving.
10. In the event of an accident, provide information as may be required by state, county or municipal authorities and as directed by the CO.

(c) The Contractor shall:

1. Establish and enforce suitable penalties against employees who use, or authorize the use of Government vehicles for unofficial purposes or for other than in the performance of the contract; and
(2) Pay any expenses or cost, without Government reimbursement, for using Government vehicles other than in the performance of the contract.

(d) The Contractor shall insert this clause in all subcontracts in which Government-owned and/or Government-leased vehicles are to be provided for use by subcontractor employees.

H.45  DOE-H-2075 Prohibition on Funding For Certain Nondisclosure Agreements (Oct 2014)

The Contractor agrees that:

(a) No cost associated with implementation or enforcement of nondisclosure policies, forms or agreements shall be allowable under this Contract if such policies, forms or agreements do not contain the following provisions: “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive Orders and statutory provisions are incorporated into this agreement and are controlling.”

(b) The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Notwithstanding the provisions of paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

H.46  DOE-H-2076 Lobbying Restrictions (Oct 2014)

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

H.47  DOE-H-2078 Multifactor Authentication for Information Systems

The Contractor shall take all necessary actions to achieve multifactor authentication (MFA) for standard and privileged user accounts of all classified and unclassified networks. In so doing, the Contractor shall comply with the requirements and procedures established in the document “U.S. Department of Energy Multifactor Authentication Implementation Approach” and its appendices as determined by the Contracting Officer.
H.48  DOE-H-2080 Agreement Regarding Workplace Substance Abuse Programs at DOE Sites (Apr 2018)

(a) Program implementation. The Contractor shall, consistent with 10 CFR part 707, *Workplace Substance Abuse Programs at DOE Sites*, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.

(b) Remedies. In addition to any other remedies available to the Government, the Contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the Contractor subject to: the suspension of contract payments, or, where applicable, a reduction in fee; termination for default; and suspension or debarment.

(c) Subcontracts.

1. The Contractor agrees to notify the Contracting Officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the Contractor believes may be subject to the requirements of 10 CFR part 707, unless the Contracting Officer agrees to a different date.

2. The DOE Prime Contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The DOE Prime Contractor shall review and approve each subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.

3. The Contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

Other Clauses

H.49  Task Ordering Procedure

(a) A Task Order may be issued under this *Master IDIQ Contract* for any work scope covered by Section C, *Performance Work Statement*. Task orders may be issued as Firm-Fixed-Price (FFP) or Cost-Reimbursement (CR).

(b) All Task Orders shall be completed in accordance with the *Master IDIQ Contract* requirements, in addition to the requirements as stated within the Task Order. In the event of a conflict between the Task Order and the Contractor's Task Order proposal, the Task Order shall prevail.

(c) Prior to issuing a Task Order, the CO will provide the Contractor with a Request for Task Order Proposal (RTP) including, at a minimum, the following:

1. A Task Order PWS providing the functional description/requirements of the work, deliverables, Government-furnished items (if any), and period of performance, as well as identifying the objectives or results desired from the contemplated Task Order;

2. Proposed performance standards to be used as criteria for determining whether the work requirements have been met;

3. The requirements for the Contractor's Task Order proposal (see reference paragraph (f) below); and
(4) A response time for submitting the Task Order proposal.

(d) Task orders will be issued on forms specified and provided by the Government. Task orders will be numbered. All Task Order modifications will be issued in writing on a Standard Form 30 and will be numbered sequentially.

(e) If time constraints do not permit issuance of a fully defined Task Order in accordance with the procedures described in this clause, the CO may issue an undefinitized Task Order which includes a Not-To-Exceed ceiling cost/price for which all the terms and conditions will be subsequently negotiated and definitized at a later date.

(f) The Contractor’s Task Order Proposals shall include, at a minimum, the following:

1. Discussion of the technical approach for performing the work;
2. Date of commencement of work and any necessary revision to the schedule of performance stipulated by the Government;
3. A fragment of the detailed resource-loaded schedule for that Task Order’s scope of work. The Contractor shall also provide a copy of the Integrated Master Schedule (IMS) showing the inclusion of the proposed Task Order’s scope of work identifying the logic ties and dependencies between already contracted Task Order scopes of work and the new Task Order work scope. This IMS copy forms the basis for the BCR or BCP upon Task Order award. Both the schedule fragment and the IMS submitted as part of the Task Order proposal must meet EVMS requirements;
4. The Contractor shall submit Task Order proposals in accordance with FAR Part 15, Table 15-2 – Instructions for Submitting Cost/Price Proposals When Certified Cost or Pricing Data Are Required. If the value of the Task Order Proposal does not exceed the threshold for certified cost or pricing data, the CO may require information other than cost or pricing data, including information related to prices and cost that would otherwise be defined as cost or pricing data if certified. Information other than cost or pricing data may be submitted in the Contractor’s own format, unless the CO decides that use of a specific format is essential and the format has been described in the RTP. Additionally, the Contractor shall utilize the rates included in Attachment J-14 IDIQ Labor Rate Schedule, for applicable labor categories;
5. WBS Dictionary Sheets required to a WBS level to be determined post award by DOE (the WBS submittal shall include a data column, which cross references the WBS elements at the lowest level to the appropriate Contract Line Item Number);
6. Time-phased cost estimate at the WBS or Control Account level (to be determined by DOE);
7. Basis of estimate at the WBS level or Control Account level (to be determined by DOE);
8. Task order proposals shall comply and be in accordance with FAR Part 31 – Contract Cost Principles and Procedures;
9. Proposed deviations (if any) from the stated PWS requirements;
10. Contractor’s proposed fee or profit; and
11. Any other information required to determine the reasonableness of the Contractor’s proposal.

(g) The Contractor’s Task Order Proposals shall include separate small business subcontracting goals that afford small businesses with the maximum practicable opportunity to participate in Task Order
performance consistent with efficient performance. In developing its proposed separate small business subcontracting goals, the Contractor shall establish minimum goals for each small business category as follows:

<table>
<thead>
<tr>
<th>Small Business Category</th>
<th>Small Business Goals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Veteran-Owned Small Business (VOSB)</td>
<td>3%</td>
</tr>
<tr>
<td>Service-Disabled Veteran-Owned Small Business (SDVOSB)</td>
<td>3%</td>
</tr>
<tr>
<td>Historically Under-Utilized Business Zone (HUBZONE)</td>
<td>3%</td>
</tr>
<tr>
<td>Small Disadvantaged Business</td>
<td>5%</td>
</tr>
<tr>
<td>Women-Owned Small Business</td>
<td>5%</td>
</tr>
</tbody>
</table>

* The small business subcategories may not necessarily add up to the overall percentage in the Small Business category, since some small businesses may not fall into any of the subcategories, while others may fall into more than one subcategory.

Proposed small business goals shall be the percent of total subcontracted work specified in each Task Order in compliance with the Contractor’s Master Small Business Subcontracting Plan, the requirements of the Section H clause entitled, Subcontracted Work, and FAR 52.219-9.

(h) The Contractor’s Task Order proposal is subject to review and acceptance by the CO or his/her designee. The CO will either accept the terms and conditions of the Contractor’s Task Order proposal or negotiate any areas of disagreement with the Contractor. After review and any necessary discussions, the CO may issue a Task Order to the Contractor containing, as a minimum, the following:

1. Date of the order.
2. Contract number and Task Order number.
3. PWS identifying the objectives or results desired from the Task Order, including special instructions or other information necessary for performance of the work.
4. Performance standards, and where appropriate, quality assurance standards.
5. Maximum dollar amount authorized (FFP amount or total Task Order value).
6. Any other resources (e.g., travel, material, equipment, facilities) authorized.
7. Delivery/performance schedule including start and end dates.
8. Accounting and appropriation data.

(i) The Contractor shall provide acknowledgement to the CO of receipt of the Task Order within 2 business days after receipt.

(j) The Contractor shall deliver all Task Order specific deliverables as stated in the Task Order.

H.50 Subcontracted Work

The Contractor shall subcontract (in accordance with the definition at FAR Subpart 44.1) at least 18 percent of the cumulative value of Task Orders issued under this contract to small businesses.
H.52 Subcontractor Timekeeping Records Signature Requirement (applies to CR Task Orders only) The Contractor shall obtain timecards for all hourly subcontract employees, at all tiers, performing on non-fixed-price subcontracts. For purposes of this Clause, non-fixed-price subcontracts are those of a type containing a cost reimbursable or variable component in them, which includes those contract types covered by FAR Subpart 16.3 Cost-Reimbursement Contracts, FAR Section 16.405 Cost-Reimbursement Incentive Contracts, and FAR Subpart 16.6 Time-and-Materials, Labor-Hour, and Letter Contracts. Note
that the requirements of this Clause also pertain to Task Orders, tasks, and/or Contract Line Item Numbers from Indefinite-Delivery (see FAR Subpart 16.5 Indefinite-Delivery Contracts) and hybrid contracts that are of a type covered by the FAR citations in the prior sentence. The timecards must be obtained by the Contractor prior to the Contractor paying for these subcontract costs and prior to billing DOE for these costs. The timecards must reflect actual hours worked, be signed by the subcontract employee, and be certified by the subcontract employee’s supervisor prior to the Contractor obtaining them. Subcontractors at all tiers performing work under non-fixed-price subcontracts shall maintain adequate timekeeping procedures, controls, and processes for billing Government work. The Contractor shall, at least once every three years, conduct a labor audit of non-fixed price subcontracts. The audit shall be conducted to unmodified Institute of Internal Auditors standards, if conducted internally, or unmodified Generally Accepted Government Auditing Standards (GAGAS), if conducted externally. This Clause shall be flowed down to all non-fixed-price subcontracts at all tiers.

H.53 Energy Employees Occupational Illness Compensation Program Act (EEOICPA)

The Contractor shall provide support of the EEOICPA established under Title XXXVI of the National Defense Authorization Act of 2001 (Public Law 106-398). The Contractor shall provide records in accordance with the Section I Clause entitled, DEAR 970.5204-3, Access to and Ownership of Records, in support of EEOICPA claims and the claim process under the EEOICPA.

The Contractor shall:

(a) Verify employment and provide other records which contain pertinent information for compensation under the EEOICPA. The Contractor shall provide this support for itself and any named subcontractors’ employees;

(b) Provide reports as directed by DOE, such as costs associated with EEOICPA;

(c) Provide an EEOICPA point-of-contact; this employee shall attend meetings, as requested by DOE;

(d) Locate, retrieve and provide a copy of any personnel and other program records as requested;

(e) Perform records research needed to complete the Department of Labor (DOL) claims or to locate records needed to complete the claims or other related EEOICPA requests;

(f) Ensure cost information is submitted to the DOE EEOICPA POC by the tenth of each month; and

(g) Ensure all EEOICPA Claims received are completed and returned to DOE within 45 calendar days of the date entered in the Federal Compensation Program Act (FCPA) electronic reporting system.

H.54 Environmental Compliance

(a) The Contractor is required to comply with permits, consent decrees, administrative orders, the Hanford Federal Facility Agreement and Consent Order, and settlement agreements between the DOE and federal and state regulatory agencies.

(b) Environmental Permits. This Clause addresses three permit scenarios, where the Contractor is the sole permittee; where the Contractor and DOE are joint permittees; and where multiple contractors are permittees.

(1) Contractor as Sole Permittee. To the extent permitted by law and subject to other applicable provisions of the contract that impose responsibilities on DOE, and provisions of law that
impose responsibilities on DOE or third parties, the Contractor shall be responsible for obtaining in its own name, shall sign, and shall be solely responsible for compliance with all permits, authorizations and approvals from federal, state, and local regulatory agencies which are necessary for the performance of the work required of the Contractor under this Contract.

Under this permit scenario, the Contractor shall make no commitments or set precedents that are detrimental to DOE or other site contractors. The Contractor shall coordinate its permitting activities with DOE, and with other contractors which may be affected by the permit or precedent established therein, prior to taking the permit action. Whenever reasonably possible, all such materials shall be provided to DOE and other affected site contractors not later than 90 days prior to the date they are to be submitted to the regulatory agency. Any such schedule revision shall be effective only upon approval from the CO.

(2) DOE as Permittee, or Contractor and DOE as Joint Permittees. Where appropriate, required by law, or required by applicable regulatory agencies, DOE will sign permits as permittee, or as owner or as owner/operator with the Contractor as operator or co-operator, respectively. DOE will co-sign hazardous waste permit applications as owner/operator where required by applicable law. In this scenario, the Contractor shall coordinate its actions with DOE. DOE is responsible for timely notification to the Contractor of any issues or changes in the regulatory environment that impact or may impact contractor implementation of any permit requirement. The Contractor shall be responsible for timely notification to DOE of any issues or changes in the regulatory environment that impact or may impact contractor implementation of any permit requirement. Notification by the Contractor to DOE may be initially verbal with written documentation fully explaining the impact and the reason/rationale for the impact and possible consequences. Whenever reasonably possible all such materials shall be provided to DOE not later than 90 days prior to the date they are to be submitted to the regulatory agency.

(3) Multiple Contractors as Permittees. Where appropriate, in situations where multiple contractors are operators or co-operators of operations requiring environmental permits, DOE will sign such permits as owner or co-operator and affected contractors shall sign as operators, or co-operators. In this scenario, the Contractor shall coordinate as appropriate with DOE and contractors affected by the permit.

(c) Permit Applications. The Contractor shall provide to DOE for review and comment in draft form any permit applications and other regulatory materials necessary to be submitted to regulatory agencies for the purposes of obtaining a permit. Whenever reasonably possible all such materials shall be provided to DOE initially not later than 90 days prior to the date they are to be submitted to the regulatory agency. The Contractor shall normally provide final regulatory documents to DOE at least 30 days prior to the date of submittal to the regulatory agencies for DOE’s final review and signature or concurrence. Special circumstances may require permits to be submitted in a shorter timeframe. As soon as the Contractor is aware of any such special circumstance, the Contractor shall provide notice to DOE as to the timeframe in which the documents will be submitted to DOE. The Contractor may submit for DOE’s consideration, requests for alternate review, comment, or signature, schedules for environmental permit applications or other regulatory materials covered by this Clause. Any such requests shall be submitted 30 days before such material would ordinarily be required to be provided to DOE. Any such schedule revision shall be effective only upon approval from the CO.

(d) Copies, Technical Information. The Contractor shall provide DOE copies of all environmental permits, authorizations, and regulatory approvals issued to the Contractor by the regulatory
agencies. DOE will, upon request, make available to the Contractor access to copies of environmental permits, authorizations, and approvals issued by the regulatory agencies to DOE that the Contractor may need to comply with under applicable law. The Contractor shall and DOE will provide to each other copies of all documentation, such as letters, reports, or other such materials transmitted either to or from regulatory agencies relating to the contract work. The Contractor and DOE shall maintain all necessary technical information and regulatory analysis required to support applications for revision of DOE or other Site contractor environmental permits when such regulatory analysis, applications or revisions are related to the Contractor’s operations. Upon request, the Contractor or DOE shall provide to the other party access to all necessary and available technical information required to support applications for or revisions to permits or permit applications. Unless specific text is required by the regulation or permit, the Contractor shall provide to DOE a certification statement relating to such technical information in the form required by the following paragraph.

(e) Certifications. The Contractor shall provide a written certification statement attesting that information DOE is requested to sign was prepared in accordance with applicable requirements. The Contractor shall include the following certification statement in the submittal of such materials to DOE:

*I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted.*

*Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.*

The certification statement shall be signed by the individual authorized to sign such certification statements submitted to federal or state regulatory agencies under the applicable regulatory program.

(f) Termination, Expiration, Permit Transfer. In the event of expiration or termination of this Contract, DOE may require the Contractor to take all necessary steps to transfer some or all environmental permits held by the Contractor. DOE will assume responsibility for such permits, with the approval of the regulating agency, and the Contractor shall be relieved of all liability and responsibility to the extent that such liability and responsibility results from the acts or omissions of a successor Contractor, DOE, or their agents, representatives, or assigns. The Contractor shall remain liable for all unresolved costs, claims, demands, fines, and penalties, including reasonable legal costs, arising prior to the date such permits are transferred to another party. The Contractor shall not be liable for any such claims occurring after formal transfer unless said claims result from the Contractor’s action or inaction that occurred prior to transfer.

(g) Miscellaneous. The Contractor shall accept assignment or transfer of permits pertaining to matters under this Contract currently held by DOE and its existing Contractor. The Contractor may submit for DOE’s consideration requests for alternate review, comment, or signature schedules for environmental permit applications or other regulatory materials covered by this Clause. Any such schedule revision shall be effective only upon written approval from the CO.
H.55 Partnering

The Contractor and the Government will establish a non-binding, signed Partnering Agreement for the cleanup of the Hanford Site. The agreement will establish a common vision with supporting goals and objectives, and expectations of doing business together in a manner that brings the best value to the Government. Partnering between DOE and the Contractor shall be conducted in a manner similar to the DOD Integrated Product and Process Development (IPPD) framework. The IPPD technique simultaneously integrates all essential activities to facilitate meeting cost and performance objectives.

H.56 Laws, Regulations, and DOE Directives

(a) In performing work under this Contract, the Contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency. Section J, Attachment J-2, List A, Applicable Federal, State and Local Regulations may be appended to this Contract for information purposes. Omission of any applicable law or regulation from the Contract does not affect the obligation of the Contractor to comply with such law or regulation pursuant to this paragraph.

(b) In performing work under this Contract, the Contractor shall comply with the requirements of those Department of Energy directives, or parts thereof, identified in the List of Applicable Directives (List B) appended to this Contract, until such time as the Contracting Officer approves the substitution of an alternative procedure, standard, system of oversight, or assessment mechanism.

(c) Except as otherwise directed by the Contracting Officer, the Contractor shall procure all necessary permits or licenses required for the performance of work under this Contract.

(d) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.

H.57 National Nuclear Security Administration/Environmental Management Strategic Sourcing Partnership

The Contractor shall participate in the National Nuclear Security Administration (NNSA)/Environmental Management (EM) Strategic Sourcing Partnership. Under this partnership, EM contractors shall work with the NNSA/EM Supply Chain Management Center to yield an enterprise-wide, synergistic strategic sourcing solution that leverages NNSA and EM purchasing power to gain pricing, processing, and report efficiencies to reduce costs overall for the Government.

H.58 Legal Management

(a) As required by the CO, the Contractor shall provide legal and related support to the Government on regulatory matters, third-party claims, and threatened or actual litigation. Support includes, but is not limited to: case preparation, document retrieval, review and reproduction, witness preparation, expert witness testimony, and assistance with discovery or other information requests responsive to any legal proceeding. This requirement is included within the Section B clause entitled, Other Costs and Projects.

(b) When evaluating requests for reimbursement or allowability of Contractor costs associated with defense and/or settlement of legal claims brought against the Contractor by a third party.
H.59 Radiological Site Services and Records, and Occupational Medical Services and Records

(a) The Contractor shall obtain Radiological Site Services (RSS) and Occupational Medical Services for all Contractor and subcontractor employees performing hazardous work that may expose workers to chemical, physical (including radiological), biological, and/or similar hazards. The Contractor shall identify required RSS and Occupational Medicine services as required by Section C, Performance Work Statement; and Section J, Attachment J-11, Government-Furnished Services and Information (GFS/I), respectively.

(b) The Contractor shall obtain RSS as specified in Contract Section J, Attachment J-3, Hanford Site Services and Interface Requirements Matrix. RSS includes external dosimetry, Internal Dosimetry Services, radiological instrumentation calibration, maintenance, and repair services, and management and preservation of current and former radiation monitoring records. The Section I Clauses entitled, DEAR 952.223-75, Preservation of Individual Occupational Radiation Exposure Records and DEAR 970.5204-3, Access to and Ownership of Records are implemented as follows with respect to radiological records: All radiological exposure records generated during the performance of Hanford Site-related activities will be maintained by the designated provider of this service listed in Section J, Attachment J-3, Hanford Site Services and Interface Requirements Matrix, and are the property of DOE.

(c) The Contractor shall obtain RSS and Occupational Medical Services for all Contractor and subcontractor employees performing hazardous work under this Contract that may expose workers to chemical, physical (radiological), biological, and/or similar hazards. The Contractor shall identify required RSS and Occupational Medical Services as required by Section C, Performance Work Statement; and Section J, Attachment J-11 Government-Furnished Services and Information (GFS/I), respectively.

(d) Interface Requirements Matrix. The Section I Clause entitled, DEAR 970.5204-3, Access to and Ownership of Records is implemented as follows with respect to occupational medicine records: All occupational medicine records generated during the performance of Hanford Site-related activities will be maintained by the Hanford Site Occupational Medicine Services Provider and are the property of DOE.
H.60 Counterintelligence Site Specific Requirements

Pursuant to Executive Order 12333, United States Intelligence Activities and DOE procedures for intelligence activities, it is DOE policy to protect programs, resources, facilities, and personnel from intelligence collection by or on behalf of international terrorists, foreign powers, or entities and related threats through implementation of an effective, efficient Counterintelligence (CI) Program. DOE Order 475.1, Counterintelligence Program, reflects the current CI Program scope and requirements. These requirements are set forth locally in the Site CI Support Plan (SCSP). The local CI Program is managed and administered by the Headquarters DOE Office of Intelligence and Counterintelligence, Directorate of Counterintelligence, Pacific Northwest Field Office with the assistance of DOE organizations and contractors as identified in the SCSP. The Contractor agrees to fulfill the applicable requirements of the SCSP.

H.61 Hanford Site Services and Interface Requirements Matrix

(a) Controls. When services between prime contractors are offered and accepted, DOE does not expect the requesting prime contractor to review or otherwise validate top-level cross-cutting quality control, health, safety and/or environmental protection requirements mandated by the performing contractor’s contract. The requesting prime contractor may assume that such contract requirements, (e.g., Integrated Safety Management System, Quality Program/Plan) are acceptable to DOE. The performing contractor shall provide products or services in a manner that is consistent with the requirements of the performing prime contractor’s contract and the task instructions provided by the requesting contractor. Special conditions required to meet the requesting contractor’s requirements shall be documented through interface documents.

(b) Right of Access. Hanford Site Contractors shall, with coordination and adequate preparation, allow service-providing contractors access to facilities to perform the service.

(c) Nuclear Safety. The Contractor shall establish a protocol with each Hanford Site contractor identified in Section J, Attachment J-3, Hanford Site Services and Interface Requirements Matrix; this protocol shall establish the basis to perform contract work scope within a nuclear facility, or perform work scope that affects the safety basis of a nuclear facility, that is operated by the Hanford Site contractor who has responsibility for the nuclear facility.

The protocol shall:

1. Describe the general scope of work to be performed, flow down of nuclear safety requirements, and implementing processes and procedures prior to transition.

2. Be signed by the Contractor and concurred with by the other affected contractor. Any new or future protocols or updates shall be submitted to HMESC.

3. The protocol will be recognized as part of the ISMS description.

The Contractor shall:

1. Comply with all facility safety authorization basis and nuclear safety requirements that are established by the Hanford Site contractor responsible for the nuclear facility.

2. Flow down to each subcontractor (in accordance with the Section I clause DEAR 970.5223-1, entitled, Integration of Environment, Safety and Health into Work Planning and Execution), the protocol to comply with all facility safety authorization basis and nuclear safety requirements that are established by the contractor responsible for the nuclear facility.
(d) Payment of Services. Fee-for-Service providers shall provide to DOE and make available to the user the basis for liquidation of the charge for usage-based services. Service rates shall be based on customer service level forecasts.

(e) Responsibility for Delivery of Service. The Government makes no guarantees or warranties regarding the delivery of services, and services between contractors shall not constitute GFS/I. The Government shall not be held responsible for the delivery or non-delivery of services between Hanford Site contractors.

Contractors shall attempt to resolve any disputes regarding service interfaces and the provision of services among themselves. If contractors are unable to achieve a timely resolution of issues between themselves regarding interfaces or the appropriate delivery of services, contractors may seek direction from the CO. DOE shall be the exclusive authority for resolving disputes associated with any interface issues that cannot be resolved between parties in a timely manner. To the extent contractors attempt to litigate disputes between themselves regarding interfaces or the appropriate delivery of services, all costs associated with such litigation shall be unallowable under this Contract.

(f) Direct Funded and Usage-Based Services Not Commercial Items. Unless specified otherwise by the CO, all “Direct Funded” and “Usage-Based Services” (see Section J, Attachment J-3, Hanford Site Services and Interface Requirements Matrix), including all Information Technology and Management Services under this Contract, are unique to the Hanford Site, and are not “commercial items” as defined by FAR 2.101. The contractor shall not perform or arrange for the performance of Usage-Based Services by means of any process reserved for the acquisition of commercial items without first receiving written approval from the DOE CO expressly stating that a particular Usage-Based Service to be acquired meets the FAR 2.101 definition of a “commercial item.”

H.62 DOE Contracted Energy Service Company

The Contractor shall provide full and open access to the maximum extent practicable to DOE-contracted Energy Service Company (ESCO) under Energy Savings Performance Contracts (ESPC), facilitate onsite assessments of opportunities to improve the Hanford Site’s energy efficiency, water reduction and renewable energy improvements, and shall provide assistance in reviewing ESCO recommendations. The Contractor shall define requirements necessary to be placed in ESPCs and participate in the creation of ESPCs. The Contractor shall ensure ESCO personnel are granted access pursuant to contractual requirements; monitor ESCO activities to ensure that site safety and security requirements are adhered to; promptly provide information requested by ESCO personnel to assist them in developing viable recommendations; and, assist in the monitoring and execution of ESPC projects. When an ESCO is working in facilities under the control of the contractor, the ESCO shall work under the facility contractor’s work control and safety program.

H.63 Shipment Notification

(a) The Contractor and/or Subcontractors shall notify Energy Northwest seven (7) days in advance (1) of any movement of “common” explosives over 1,800 pounds excluding small arms ammunitions or classified shipments within five (5) miles of Energy Northwest and/or, (2) of any railroad shipment from/to Hanford north of the rail spur to the Fast Flux Test Facility.

(b) For EM radioactive material/waste shipments by motor carrier and/or rail, the additional security measures described below shall be implemented. Documentation that the security measures were performed shall be maintained with the shipping papers.
1) Additional Security Measures to be Implemented for Motor Carriers transporting Radioactive Material/Waste Shipments:

(i) Verify and document that site security plans require drivers entering the facility for loading/unloading of shipments to sign in at the security gate and be escorted to the loading/unloading location unless a security badge has been issued.

(ii) Verify and document the name of the drivers, who will be entering DOE facilities to pick up shipments to be used for commercial shipments, are on the list provided by the motor carrier.

(iii) Verify and document the motor carriers to be used have provided documentation that all drivers meet the personal security requirements addressed in the U.S. Department of Transportation’s Security Sensitive Visits.

(iv) Obtain copies of documentation from the carriers that all drivers are citizens of the United States.

(v) Verify the drivers have a Commercial Driver’s License, with proper hazardous materials endorsements, and attach a copy to the shipment documentation to be kept on file for each shipment.

(vi) Verify and document the carriers utilize satellite tracking and/or maintains cellular telephone contact with the driver, including the requirement that the driver must contact carrier dispatch at regular intervals.

(vii) Require security staff to perform and document pre-loading equipment inspections to avoid explosive and other devices as detailed in Measure 18 of CRD Notice 473.9 (Supplemented Rev. 0), Security Conditions.

NOTE: DOE Notice, Measure 18. Implement screening procedures for other deliveries at designated inspection points to identify explosives and incendiary devices. Use K-9 teams for inspections, when available. Instruct site personnel to report suspicious packages to Security and refrain from handling them until cleared by appropriate authority.

(viii) Provide the drivers a briefing and a copy of written instructions regarding en route shipment security measures to be taken. Ensure the drivers can read and understand the instructions provided and have the driver sign a copy of the instructions. Attach signed and dated copy of the instructions to the shipment documentation to be kept on file.

(ix) Request consignee notification of receipt of shipments.

2) Additional Security Measures to be Implemented for Rail Carriers transporting Radioactive Material/Waste Shipments:

(i) Obtain a copy of the rail carrier’s security plan. Ensure the plan identifies communications links, frequency of communication, and points of contact information for security-related emergencies.

(ii) Implement a mechanism to be notified by the carrier should cars/Train encounter any unexpected occurrences en route. Ensure the rail carrier has access to the information.

(iii) Require security staff to perform and document pre-loading equipment inspections to avoid explosive and other as detailed in Measure 18 of CRD Notice 473.9 (Supplemented Rev. 0), Security Conditions.
NOTE: DOE Notice, Measure 18. Implement screening procedures for other deliveries at designated inspection points to identify explosives and incendiary devices. Use K-9 teams for inspections, when available. Instruct site personnel to report suspicious packages to Security and refrain from handling them until cleared by appropriate authority.

(iv) Verify and document the rail carrier has a communication system (through central dispatch consignee notification) of arrival cars/trains.

(v) Request consignee notification of arrival of cars/trains.

H.64 Organizational Conflict of Interest Between Hanford Site Contracts

Performance of the Contract will be limited throughout the Contract period of performance to a contractor that is not concurrently performing the work scope under the Mission Support Contract (MSC) awarded in 2009, a prime contractor for the Hanford Mission Essential Services Contract (HMESC), the MSC’s successor contractor, or a subcontractor to HMESC performing work in any of the following areas; a) Safeguards and Security; b) Emergency and First Responders; c) Information Technology and Management; d) Portfolio Analysis, Project Support, and Independence Assessment; and e) Environmental Integration and Environmental Compliance Support. This contract limitation applies to any parent companies or affiliates of the prime contractor and subcontractors described above.

H.65 Overtime Control Reporting

(a) The Contractor shall submit a Summary Overtime Justification Report of the overtime hours worked to the CO six (6) months after contract execution start and annually thereafter no later than November 30 of each year. Summary Overtime Justification Reports shall be reported, at a minimum, by Common Occupational Classification System sub-codes, differentiate between premium and non-premium overtime, and provide sufficient detail to demonstrate all three (3) of the following:

1. Compliance with provisions set forth in FAR 52.222-2,
2. All other alternatives to overtime were evaluated prior to working overtime and found inadequate or not feasible; and
3. Overtime hours worked were in the best interest of the Government.

(b) Summary Overtime Justification Reports will be used to assist the CO in determining reasonableness and cost allowability. Overtime premium authorized per FAR 52.222-2 will not be considered a CO determination of overtime reasonableness or cost allowability.

H.66 Mentor-Protégé Program

Both DOE and the Small Business Administration (SBA) have established Mentor-Protégé Programs to encourage Federal prime contractors to assist small businesses, firms certified under Section 8(a) of the Small Business Act by the SBA, other small disadvantaged businesses, women-owned small businesses, historically black colleges and universities and minority institutions, other minority institutions of higher learning, and small business concerns owned and controlled by service-disabled veterans in enhancing its business abilities. At the completion of Task Order 1 – Transition and continuing throughout the Master IDIQ Contract ordering period, the Contractor shall mentor at least two (2) active Protégés (whether new or existing) through the DOE and/or SBA Mentor-Protégé Programs. Mentor and Protégés will develop and submit “lessons learned” evaluations to DOE at the conclusion of the Master IDIQ Contract.
(a) DOE Mentor-Protégé Agreements shall be in accordance with DEAR Subpart 919.70 entitled, The Department of Energy Mentor-Protégé Program.

(b) SBA Mentor-Protégé Agreements shall be in accordance with applicable SBA regulations.
IV – Representations and Instructions

Section L

Instructions, Conditions, and Notices to Offerors
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FORM 9: PAST PERFORMANCE CONSENT STATEMENT L-70|

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L.1 FAR 52.252-1, Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one (1) or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer (CO) will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

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

Table L.1. Solicitation Provisions Incorporated by Reference

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<td>FAR 52.215-16</td>
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| FAR 52.215-20      | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost of Pricing Data (Oct 2010) – Alt III (Oct 1997) and Alt IV (Oct 2010) | Alt III, (c) As specified in Section L
Alt IV, (b) As specified in Section L. |
| FAR 52.215-22      | Limitations on Pass-Through Charges – Identification of Subcontract Effort (Oct 2009) |                                        |
| FAR 52.222-5       | Construction Wage Rate Requirements – Secondary Site of the Work (May 2014) |                                        |
| FAR 52.222-23      | Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999) | (b) Minority Goal: 5.4%; Female Goal: 6.9%
(c) Richland, Benton County, WA |
| FAR 52.222-24      | Pre-Award On-Site Equal Opportunity Compliance Evaluation (Feb 1999) |                                        |
| FAR 52.222-46      | Evaluation of Compensation for Professional Employees (Feb 1993) (Note: The requirement for a Total Compensation Plan is considered to be otherwise satisfied based on compliance with the proposal preparation instructions in Section L.15.) |                                        |
The Government contemplates award of an Indefinite-Delivery/Indefinite-Quantity (IDIQ) contract under which Firm-Fixed-Price (FFP) and/or Cost Reimbursement (CR) Task Orders may be issued resulting from this solicitation.

L.3 DOE-L-2017 Expenses Related to Offeror Submissions (Oct 2015)

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or for acquiring or contracting for any services relating thereto.

L.4 DOE-L-2022 Alternate Bid/Proposal Information – None (Oct 2015)

Alternate bid/proposals are not solicited, are not desired, and will not be evaluated.

L.5 DOE-L-2024 Notice of Intent – Use of Non-Federal Evaluators and Advisors (Oct 2015)

The Government may utilize non-federal evaluators and/or advisors or other non-federal support personnel for evaluating proposals received in response to this solicitation. Such personnel shall be required to sign nondisclosure agreements and to comply with personal and organizational conflicts of interest requirements in accordance with the FAR and DEAR 915.207-70(f)(5) and (6). Under the statutes governing procurement integrity, these non-federal personnel may not disclose any information learned by participating in this acquisition. See the Procurement Integrity Act, 41 U.S.C. §§ 2101-2107.

L.6 DOE-L-2025 Intention to Bid/Propose (Oct 2015)

In order to facilitate the efficiency of the Government’s solicitation and award process through advance information on the anticipated number of Offerors, potential Offerors are requested to submit the name, address, and telephone number of its firm or organization and any subcontractors to TCC@embe.doe.gov not later than 20 calendar days prior to the proposal due date. If the bid/proposal is to be submitted by a teaming arrangement, the Offeror is requested to submit the above information for all members of the proposing team.

L.7 Offer Acceptance Period

The Offeror’s proposal shall be valid for 270 calendar days after the required due date for proposals.

(a) Definitions.

(1) Offeror. The term “Offeror,” as used in this Section L, refers to the single entity submitting the proposal. The Offeror may be a single corporation or a “Contractor team arrangement” as defined in FAR 9.601(1), for example, a limited liability company, limited liability partnership, joint venture, or similar entity or arrangement. If the Offeror is a newly formed entity, it must be legally established on or before the date for submission of proposals. (See Volume I instructions regarding any requirement for a performance guarantee agreement.)

(2) Teaming Subcontractor. A “Teaming Subcontractor” is any subcontractor that will perform work that is incorporated into the Offeror’s Technical and Management Approach and that the prime Offeror considers necessary to enhance its team’s Technical and Management Approach or ability to meet delivery requirements within the Master IDIQ PWS. Teaming Subcontractors count toward fulfillment of the Section H Clause entitled, Subcontracted Work, requirement and other small business goals in this Contract.

(b) Availability of the solicitation, amendments, and other documents-electronic media.

(1) In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost-effective, electronic media will be used for distributing the solicitation, amendments thereto, and other documents to the public. These documents will be posted via the FedConnect website at https://www.fedconnect.net. This electronic medium will constitute the official distribution method for this solicitation. All amendments and any other official communications from DOE regarding this solicitation will be posted through this medium. Offerors and all other interested parties are responsible to maintain continual surveillance of the website to remain abreast of the latest available information. (Offerors and other interested parties are encouraged to utilize the website’s “Notifications” feature.) No changes to this solicitation will be effective unless the changes are incorporated into the solicitation by an amendment. No other communication, whether oral or in writing, will modify or supersede the terms of the solicitation.

(2) The solicitation, amendments, reference documents, and other communications are also available through the Environmental Management Consolidated Business Center (EMCBC) procurement website at https://www.emcbl.doe.gov/SEB. Sensitive information, such as Official Use Only (OUO) information, will require the Offeror to complete and return a nondisclosure agreement as instructed on the procurement website.

(c) Submission of proposals.

(1) The Offeror must be registered in FedConnect at https://www.fedconnect.net. The Offeror must also be registered in the System for Award Management at https://www.sam.gov.

(2) Offerors must submit proposals electronically through FedConnect by the date and time specified in Standard Form 33, Solicitation, Offer and Award, in Section A of this solicitation and other provisions of Section L. It is imperative that the Offeror read and understand how to submit its proposal using the FedConnect web portal. All proposal documents required by this solicitation must be uploaded and received in their entirety in the FedConnect Responses web portal no later than the date and time specified in Standard Form 33, Solicitation, Offer and Award, in Section A of this solicitation. Failure to submit a response that is received through the FedConnect Responses web portal by the stated time and date may result in the proposal not being considered.
SOLICITATION NO. 89303319REM000044

By submitting a proposal, the Offeror agrees to comply with all terms and conditions as set forth in this solicitation. DOE does not provide help desk assistance regarding FedConnect, and questions regarding FedConnect shall be addressed directly to FedConnect in accordance with instructions found on its website. Subcontractor submissions of proprietary information may provide a password protected document file to the prime and share the password with the CO. The subcontractor proposal must adhere to the proposal due date/time in the solicitation and be submitted by the prime Offeror via FedConnect.

(3) Electronic submission of a proposal via FedConnect shall be required; however, the original, signed, hard copy submission of the proposal shall be considered the Offeror's official offer and will be considered binding.

(4) In addition to the electronic submission of the Offeror’s proposal via FedConnect, the Offeror shall submit the required number of paper and electronic copies of each proposal volume as indicated in the table below. The content in the paper and electronic copies shall be identical. The only exceptions are as follows:

(i) Financial statements, annual report(s), and financial capability information (required by Section L.15) shall be included in the electronic submission, USB flash drive copies, and the signed original only and are not required to be included in the additional paper copies.

(ii) The tabs entitled “Estimating Flat File” and “Sub Estimating Flat File” that are included in Attachment L-6, Cost Detail Worksheets and Subcontract Cost Detail Worksheets shall only be included in the electronic submission and USB flash drive copies. No paper (original or copy) submittal is required. The electronic version of the tabs entitled, “Estimating Flat File” and “Sub Estimating Flat File” that are included in Attachment L-6, Cost Detail Worksheets and Subcontract Cost Detail Worksheets, submitted through FedConnect, will constitute part of the binding offer.

The paper copies shall be delivered and received no later than the proposal due date, as follows:

MAIL TO (see table below for number of hard and electronic copies):

U S. Department of Energy – Hanford
Attention: George Champlain, Contracting Officer
Address: 2430 Stevens Center Drive, Suite 258
Richland, WA 99354

E-mail: TCC@emcbc.gov
Phone: (509) 376-6678

Shipping materials shall be marked as follows: TO BE OPENED BY ADDRESSEE ONLY. RFP No. 89303319REM000044.

Note: Offerors delivering proposals via hand-carry or Express Mail to the above address(es) should arrange for delivery between the hours of 8:30am – 4:00pm (Pacific Time) and contact the Contracting Officer in advance to advise of the anticipated delivery date and time.

(5) In addition, Offerors shall provide USB flash drives that are clearly labeled with the Offeror’s name, Request for Proposal (RFP) number, volume number, and copy number. The proposals provided via USB flash drive copies are provided for Source Evaluation Board evaluation convenience only. In the event of a conflict, the hard copy material takes precedence over the electronic submission.
(6) The original proposal shall contain signed originals of all documents requiring signatures by the Offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal. The original, signed, hard copy submission of the proposal shall be considered the Offeror’s official offer and will be considered binding.

<table>
<thead>
<tr>
<th>Proposal Volume – Title</th>
<th>Number of Hard Copy Proposals Required (Hanford)</th>
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<tr>
<td>Volume I – Offer and Other Documents</td>
<td>1 signed original and 2 copies</td>
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Table L-2. Copy Requirements
(d) Solicitation instructions and proposal information.

1. Proposals are expected to conform to all solicitation requirements and the instructions contained in this Section L. The Government will evaluate proposals on the basis of the information provided in the proposal. The Government will not assume that an Offeror possesses any capability unless set forth in the proposal. This applies even if the Offeror has existing contracts with the Federal Government, including DOE.

2. These instructions are not evaluation factors. Evaluation factors are set out in Section M, Evaluation Factors for Award, of this solicitation. However, failure to provide the requested information may make an Offeror ineligible for award or adversely affect the Government’s evaluation of an Offeror’s proposal. In addition, a proposal will be eliminated from further consideration before the initial rating if the proposal is deficient as to be totally unacceptable on its face. A proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the material requirements of the solicitation, or if it does not substantially and materially comply with the proposal preparation instructions of this solicitation. Curious responses or responses which merely repeat or reformulate the PWS will not be considered responsive to the requirements of the solicitation. In the event that a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.

(e) Proposal volumes and page limitations.

1. The overall proposal shall consist of separate volumes, organized and individually entitled as stated below, with the following page limitations:

   (i) Volume I, Offer and Other Documents - No page limit.

   (ii) Volume II, Technical and Management Proposal - See page limitations identified in each factor.

   (iii) Volume III, Cost and Fee Proposal - No page limit.

2. All attachments, annexes, and appendices shall be counted toward any page limitation set forth below, unless otherwise stated. The following do not count toward the page limitations: table of contents, title pages, glossary, divider tabs, blank pages, and the cross reference matrix. Those pages that exceed the limits set forth in each factor below will not be considered in the evaluation; page counting will begin with the first page of each volume and continue up to the page limitation. No material may be incorporated by reference as a means to circumvent the page limitations.

3. Except as may be provided elsewhere in the solicitation (including paragraph (f)(2) below), Offerors shall not cross reference to other volumes of the proposal and shall provide complete information within the appropriate volume. All cost and pricing information shall be submitted and addressed only in Volume III, Cost and Fee Proposal, unless otherwise specified.

(f) Proposal specifications.

L-6
(1) Table of contents. Each volume shall contain a table of contents and a glossary of abbreviations and acronyms. The table of contents in each volume shall identify the section, subsection, paragraph titles, and page numbers, as well as all spreadsheets, charts, tables, figures, diagrams, design drawings, and graphs.

(2) Cross reference matrix. The Offeror shall provide a cross reference matrix within Volume II and Volume III, which correlates the proposal by page and paragraph number to the Master IDIQ PWS and/or Task Order, Section L instructions, and Section M evaluation factors. The cross reference matrix shall be inserted immediately following the table of contents of the corresponding volume of the Offeror’s proposal.

(3) Page size. Page size shall be 8½ × 11 inches for text pages, excluding foldouts. When 8½ × 11 inch pages contain text on both front and back, this is considered two pages. Page size for foldouts shall not exceed 11 × 17 inches; foldouts may be used for large tables, charts, graphs, diagrams, design drawings, or other schematics. Foldout pages shall fold entirely within the volume in which it appears. Tables of contents, lists of figures, dividers, tabs, or similar inserts that do not provide any substantive information, are not counted as a page. Use of 11 × 17 binders for the Volume III, Cost and Fee Proposal, is permitted.

(4) Print type. Paragraph text shall be 12 point or larger, single spaced, using Times New Roman font. Paragraph headings and section titles may use Arial or Times New Roman font, 12 point or larger. Headers and footers, spreadsheets, charts, tables, diagrams or design drawings, and graphs must be 9 point or larger using Times New Roman or Arial font. Bold and italics are acceptable, and narrow is not acceptable. Print type used in completing forms attached to this RFP as Microsoft® Word®, Access®, or Excel® documents should not be changed from the styles used in the attachments.

(5) Page margins. Page margins for text pages and 11 x 17 shall be a minimum of one inch at the top, bottom, and each side. Tabloid pages (11 x 17) may only be used for graphics, spreadsheets, and large tables. Paragraphs of text and section heading are not allowed on 11 x 17 pages. Each 11 x 17 page shall count as one page. Each page shall, within the one inch top or bottom margins, set forth the solicitation number; name of the Offeror; and, as applicable, the legend in accordance with paragraph (e)(2), Restriction on disclosure and use of data, of the provision at FAR 52.215-1, Instructions to Offerors—Competitive Acquisition. The page margins may also include page numbers. This is the only information that can be displayed within the margins. Two columns of text per page on portrait pages and three columns of text per page on landscape pages are acceptable.

(6) Page numbering. All pages shall be sequentially numbered by volume.

(7) File format. Files submitted shall be readable and searchable using Microsoft® Word®, Excel®, or Adobe® portable document format (PDF) file (must be in a searchable format, not scanned), except the following specific Volume III files:

(i) Electronic copies of financial statements and Annual Reports shall be submitted in PDF (PDF files are required)

(ii) Any proprietary software utilized in preparation of proposal information shall be provided along with licenses required to allow operation of the proprietary software. Any files provided in accordance with this section shall be in the native format.

(iii) Cost and Fee Proposal tables shall be organized and submitted in native file format.
(iv) The proposed integrated schedule shall be submitted as a Primavera P6 (P6), “.XER” file type.

(v) The files shall not be password protected or contain other security restraints unless access information is provided.

(8) Binding and labeling of hard copies. Each volume shall be separately bound in three-ringed, loose-leaf binders. Cost proposals may be submitted in three-ringed binders of any size up to 11 × 17. Staples shall not be used. The outside front cover of each binder shall indicate the Contractor’s name, the RFP number, the title of the RFP, and the copy number (i.e., sequentially number the required copies and label the original as “Copy No. 1.”). The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position.

(9) Excel printed paper formatting. As part of the Offeror’s proposal submission, the Offeror shall provide Section L Excel® Attachments in accordance with the solicitation requirements (paper copies and electronic versions), including the font size requirements. To address the potential width and height of the documents in the printed paper copies, Offerors are allowed to logically break these Excel® worksheets into multiple pages in order to meet the solicitation requirements. Also, it is acceptable for Offerors to scale the printed paper copies of the Excel® worksheets to a smaller print size, so long as the documents are legible. Additionally, if the Excel® worksheets span multiple pages, then each page of the worksheets shall include the applicable column and row headers.

(g) Classified information. The Offeror shall not provide any classified information in response to this solicitation.

(h) Questions.

(1) Questions regarding this solicitation must be submitted to TCC@emcbc.doe.gov no later than 10 calendar days after the original solicitation issuance date. If DOE has not acknowledged receipt of submitted questions within 3 business days, the Offeror may contact the CO to confirm receipt of questions. Each question shall clearly specify the solicitation area to which it refers. Responses to questions, as appropriate, will be posted on the procurement website as soon as practicable. DOE will make every effort to have all questions answered at least 3 weeks before the proposal submission date. The Government will not identify prospective Offerors submitting questions. Offerors must check the procurement website periodically to ascertain the status of answers to questions.

(2) This solicitation is considered complete and adequately describes the Government’s requirements. If an Offeror believes that there is an error in the solicitation, or an omission, the Offeror shall submit a question to TCC@emcbc.doe.gov.

(i) False statements. Proposals must set forth full, accurate, and complete information, as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

(i) Examination of data. By submission of a proposal, the Offeror grants to the CO, or an authorized representative of the CO, the right to examine, for purposes of verifying the data submitted, those books, records, documents, and other supporting data (regardless of form) that will permit an adequate evaluation of the proposal. This right may be exercised in connection with any reviews deemed necessary by the CO prior to award.

(a) Cover letter. The Offeror may provide a brief cover letter. The cover letter will not be considered in the evaluation.

(b) General. Volume I – Offer and Other Documents, contains the offer to enter into a contract and other documents. The signed original(s) of all documents requiring signature by Offerors shall be contained in the original Volume I. Offerors shall include the information listed in the following paragraphs in Volume I, assembled in the order listed. In cases where the Offeror is required to fill in information in a contract clause, the Offeror shall submit only those pages that require input of information or a signature. Those specific areas are:

(1) Section H:

(i) DOE-H-2017, Responsible Corporate Official and Corporate Board of Directors (Oct 2014)

(ii) DOE-H-2052, Representations, Certifications, and Other Statements of the Offeror (Oct 2014)

(iii) DOE-H-2058, Designation and Consent of Teaming Subcontracts (Oct 2014)

(iv) DOE-H-2070, Key Personnel – Alternate I (Oct 2014)

(2) Section I:

L-9
TANK CLOSURE CONTRACT – FINAL RFP
SOLICITATION NO. 89303319REM000044
SECTION L

Administrative Information. Offerors shall provide the following information:

1. FAR 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014)

2. FAR 52.223-3, Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (Jul 1995)

3. FAR 52.227-23, Rights to Proposal Data (Technical) (Jan 1987)

Task Order Fill-Ins:

(c) Standard Form 33, Solicitation, Offer and Award – one signed original of the Standard Form (SF) 33 must be provided in addition to a copy for each set of the Volume I:

1. The person signing the SF 33 must have the authority to commit the Offeror to the terms and conditions of the resulting contract, Sections A - J. By signing and submitting the SF 33, the Offeror commits to accept the resulting contract as contained in the solicitation, unless an exception or deviation to the terms and conditions, as stated in the solicitation, is explicitly stated by the Offeror in accordance with the below subsection (c). Exceptions and Deviations.

2. The Offeror must acknowledge receipt of all amendments to the solicitation in block 14 of the SF 33.

3. The Offeror shall insert 270 calendar days in block 12 of the SF 33 in accordance with Section L provision DOE-L-2015, Offer Acceptance Period.

(d) Administrative Information. Offerors shall provide the following information:

1. Solicitation number (Reference paragraph (c)(2)(i) of the Section L provision at FAR 52.215-1, Instructions to Offerors - Competitive Acquisition).

2. Offeror name. Name, address, telephone and facsimile numbers, e-mail, and Data Universal Numbering System Number (DUNS) of the Offeror (reference paragraph (c)(2)(ii) of the Section L provision at FAR 52.215-1).

3. Authorized signatory. Name and title of person authorized to sign the proposal (reference paragraph (c)(2)(v) of the Section L provision at FAR 52.215-1).

4. Negotiators. Name(s), title(s), telephone number, and e-mail address of persons authorized to negotiate on the Offeror’s behalf (reference paragraph (c)(2)(iv) of the Section L provision at FAR 52.215-1).

5. Government agency administration. Government agency(ies) and the name of its representative(s) having administrative cognizance over the Offeror or parent company within the meaning of FAR Subpart 42.3, Contract Administration Office Functions, including financial auditing, employment opportunity oversight, etc. Include agency name, address, and telephone number.

(e) Subcontractors and other entities. Offerors shall provide the following information:

1. Name, address, and DUNS number for all proposed Teaming Subcontractors, as defined in DOE-L-2001, Proposal Preparation Instructions – General, Section (a)(2).

2. If the Offeror is a joint venture, limited liability company, limited liability partnership, or other similar entity (multi-member, shared ownership) provide:

   (i) Name, address, and DUNS of the parent or member company(ies) of the Offeror - joint venture members, limited liability company members, limited liability partnership members, etc.; and

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 ii. Teaming agreement(s) and operating agreement (if applicable) that will remain in effect after any contract award and that describe the business arrangement between the members, including the identity of the one member/partner who has the majority interest in the Offeror.

(f) Representations and certifications.

1. If the Offeror has completed the annual representations and certifications electronically via the System for Award Management website in accordance with the provisions at FAR 52.204-8, Annual Representations and Certifications, and those representations and certifications are current, accurate, complete, and applicable to this solicitation, the Offeror does not need to resubmit such representations and certifications in response to this solicitation. However, if any of these annual representations and certifications require a change, the Offeror shall submit those changes in accordance with FAR 52.204-8.

2. If the Offeror has not completed the annual representations and certifications electronically via the System for Award Management, the Offeror shall complete and provide all of the representations, certifications, and other statements of the Offeror as required in this solicitation's Section K.

3. The Offeror shall also complete any additional representations, certifications, or other statements required in this solicitation's Section K Clause entitled, Representations, Certifications, and Other Statements of the Offeror.

(g) Exceptions and deviations.

1. Exceptions and/or deviations are not sought, and the Government is under no obligation to enter into discussions related to such. The Offeror shall specifically identify and fully explain any proposed exception to or deviation from the terms and conditions of the solicitation. Any proposed exceptions or deviations must identify the applicable solicitation section, clause or provision number, paragraph number, and the proposal volumes to which the exception or deviation applies. In addition to identifying this complete information in Volume I, any deviations or exceptions shall also be identified in the other volumes to which the deviation or exception applies, Volumes II and III. Only exceptions and deviations specifically identified in this section, if accepted by the Government, will take precedence over the terms and conditions of the solicitation.

2. Any exceptions or deviations by the Offeror to the terms and conditions stated in the solicitation for the resulting contract will make the offer unacceptable for award without discussions. If an Offeror proposes exceptions or deviations to the terms and conditions of the contract, then the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the contract.

(h) Facility Clearance verification. (Revised)

The Offeror shall submit the U.S. Department of Defense (DoD) Commercial and Government Entity (CAGE) code, or DOE or Nuclear Regulatory Commission (NRC) facility clearance number for the Offeror, subcontractors, and team members who will perform work requiring facility clearance verification under a contract resulting from this solicitation. See DOE O 470.4B, Change 2, Safeguards and Security Program, for work requiring facility clearance verification. If the Offeror, or any of its subcontractors or team members, does not possess such a CAGE code or DOE/NRC facility clearance number, the Offeror, subcontractor, and/or team member shall submit the information required by the provision at DEAR 952.204-73, Facility Clearance, found elsewhere in this Section L. Further information is available at https://foci.anl.gov.
All Offerors, their subcontractors (if applicable), or team members that do not possess a CAGE code or DOE/NRC facility clearance number who will perform work requiring facility clearance verification, shall complete the required entries into the DOE Foreign Ownership, Control, or Influence (FOCI) Electronic Submission System (ESS) located at https://foci.anl.gov/. Use of the DOE FOCI ESS is mandatory for all Offerors, subcontractors (if applicable), and/or team members that do not possess a facility clearance who will perform work requiring facility clearance verification.

Offerors are encouraged to transmit FOCI information well before the deadline for proposal submission. Under the DOE FOCI ESS, electronic signatures cannot be accepted; thus, the signed original SF 328 executed in accordance with the form’s instructions, and any other forms requiring a signature or seal shall be printed, signed, and submitted to the federal FOCI Operations Manager at the mailing address provided in the system. When filling out the New User Registration information in the DOE FOCI ESS, select “Richland Operations Office” as the FOCI Office that will review your submission for this solicitation when it is completed. Include the solicitation name and number in the “Reason for Request” field.

(i) Performance Guarantee Agreement.

If the Offeror is a joint venture, limited liability company, or other similar entity, the Offeror shall provide the Performance Guarantee Agreement in accordance with the clause DOE-H-2016, Performance Guarantee Agreement. See Section L, Attachment L-1 entitled Performance Guarantee Agreement, for form and text of the required Performance Guarantee Agreement.

(j) Responsible Corporate Official and Corporate Board of Directors.

The Offeror shall provide the name of the responsible corporate official and other information related to the corporate board of directors in accordance with the clause DOE-H-2017, Responsible Corporate Official and Corporate Board of Directors.

(k) Small business subcontracting plan.

(1) A completed and acceptable Master Small Business Subcontracting Plan is required to be submitted in accordance with the Section I, FAR Clause 52.219-9, Small Business Subcontracting Plan, Alternate II, and proposal instructions herein. The Master Subcontracting Plan is not a requirement for evaluation in source selection, but rather, a requirement for award to a small business and it will be incorporated into the resultant contract as Section J, Attachment entitled Master Small Business Subcontracting Plan.

(2) To be considered acceptable, the Offeror’s plan shall address, in adequate detail, and shall contain all elements required in FAR 52.219-9, except goals. Failure by a large business Offeror to submit and/or negotiate a subcontracting plan that addresses each element identified in FAR 52.219-9, except goals, in adequate detail may make the Offeror ineligible for award of a contract. See FAR 19.702, Statutory Requirements (a)(1), regarding failure of the apparent successful Offeror to negotiate and submit a Plan acceptable to the CO.

(3) The Offeror shall establish separate small business subcontracting goals at the Task Order level that afford small businesses with the maximum practicable opportunity to participate in Contract performance consistent with efficient performance. In developing its proposed separate small business subcontracting goals, the Offeror shall establish minimum goals for each small business category as follows (Table L-3):
Table L-3, Small Business Category

<table>
<thead>
<tr>
<th>Small Business Category</th>
<th>Small Business Goals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Businesses (categories below are subsets within this category)</td>
<td>60%*</td>
</tr>
<tr>
<td>Veteran-Owned Small Business (VOSB)</td>
<td>3%</td>
</tr>
<tr>
<td>Service-Disabled Veteran-Owned Small Business (SDVOSB)</td>
<td>3%</td>
</tr>
<tr>
<td>Historically Under-Utilized Business Zone (HUBZONE)</td>
<td>3%</td>
</tr>
<tr>
<td>Small Disadvantaged Business</td>
<td>5%</td>
</tr>
<tr>
<td>Women-Owned Small Business</td>
<td>5%</td>
</tr>
</tbody>
</table>

*The small business subcategories may not necessarily add up to the overall percentage in the Small Business category, since some small businesses may not fall into any of the subcategories, while others may fall into more than one subcategory.

(4) Proposed small business goals shall be the percent of total subcontracted work specified in each Task Order and in compliance with the Offeror’s Master Small Business Subcontracting Plan. For proposal preparation purposes, the Offeror shall submit separate subcontracting goals for each Task Order for small business participation, and they shall comply with the goals in Table L-3 and the requirements of the Section H Clause entitled, Subcontracted Work, and FAR 52.219-9.

(1) Community Commitment Plan.

The Offeror shall provide a Community Commitment Plan that demonstrates meaningful partnership with the community and support of sustainable economic use of the Site. See the Section H clause entitled, DOE-H-2045, Contractor Community Commitment. The Plan will become part of the resulting Contract as an attachment to Section J.

(m) Organizational Conflicts of Interest (OCI).

The Offeror, including each entity participating in a joint venture, limited liability company (LLC), or teaming agreement thereof as defined in FAR 9.601(1), as well as any Teaming Subcontractor(s), shall provide a fully executed Section K Clause entitled, Organizational Conflicts of Interest Disclosure, and any necessary statements required by the provision. If the Offeror believes there is an existing or potential OCI (not identified in the performance restrictions described in the Section H Clause entitled, Organizational Conflict of Interest Between Hanford Site Contracts), the Offeror shall submit an appropriate draft OCI mitigation plan with its proposal. If the Department identifies an existing or potential OCI, the Offeror shall submit any information requested by the Department, including a draft OCI mitigation plan. If the Department requires additional explanation or interpretation regarding the proposed draft OCI mitigation plan for evaluation purposes, this would be handled as clarifications or communications with offerors, in accordance with subsections (a) and (b) of FAR 15.306, Exchanges with Offerors After Receipt of Proposals.

Pursuant to FAR 9.5, Organizational and Consultant Conflicts of Interest, DOE has evaluated the Tank Closure Contract (TCC) for potential OCI and has determined that the TCC scope of work will create an actual OCI between the contractor performing the current Mission Support Contract (MSC) work, or any future contract with the same scope. DOE has further determined that the OCI cannot be neutralized or mitigated.

To avoid the OCI, DOE has determined that the TCC Contractor and its team members, as defined in FAR 9.6, Contractor Team Arrangements, may not be concurrently performing the work scope as a prime contractor under the MSC awarded in 2009; and not concurrently:
A prime contractor for the HMESC, the MSC’s successor contractor; or

An HMESC (or successor contractor) subcontractor performing work in any of the following conflicted areas: a) Safeguards and Security; b) Emergency and First Responders; c) Information Technology and Management; d) Portfolio Analysis, Project Support, and Independence Assessment; and e) Environmental Integration and Environmental Compliance Support.

This Contract limitation applies to any parent companies or affiliates of the prime contractors and subcontractors described above. In submitting its offer, the Offeror agrees to the above restriction. (See also Contract Clause H entitled, Organizational Conflict of Interest Between Hanford Site Contracts.) It will be the responsibility of the Offeror, including subcontractors, to adequately demonstrate compliance within the proposal submission to the OCI requirements and associated performance restrictions. If the Offeror, including subcontractors, are not in compliance at the time of proposal submission, the Offeror shall submit an OCI mitigation plan demonstrating how the Offeror will achieve compliance.

Note: This proposal requirement is separate and distinct from the Contract requirement stated at DOE-H-2035, Organizational Conflict of Interest Management Plan, which applies throughout the full period of performance.

Equal opportunity compliance.

The Offeror shall provide all of the information required to perform a pre-award onsite equal opportunity compliance evaluation in accordance with FAR 52.222-24. This information shall include the company name, address, phone number, and the point of contact for the Equal Employment Opportunity Commission. This information shall be provided for the Offeror, including each entity participating in a joint venture, LLC, or teaming agreement thereof as defined in FAR 9.601(1), as well as any known first-tier subcontractors with anticipated subcontracts of $10 million.

Earned Value Management System (EVMS) Documentation.

The Offeror shall provide the EVMS documentation required under Section K provision entitled, Notice of Earned Value Management System.

L.10 DEAR 952.204-73, Facility Clearance (Aug 2016)

Notices

Section 2536 of title 10, United States Code, prohibits the award of a contract under a national security program to an entity controlled by a foreign Government, if it is necessary for that entity to be given access to information in a proscribed category of information in order to perform the contract, unless a waiver is granted by the Secretary of Energy. In addition, a Facility Clearance and FOCI information are required when the contract or subcontract to be awarded is expected to require employees to have access authorizations.

Offerors who have either a DoD or a DOE Facility Clearance generally need not resubmit the following foreign ownership information, unless specifically requested to do so. Instead, provide your DOE Facility Clearance code or your DoD assigned CAGE code. If uncertain, consult the office which issued this solicitation.

(a) Use of Certificate Pertaining to Foreign Interests, SF 328.

(1) The Contract work anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the Contractor's
organization and access authorizations (security clearances) for Contractor personnel working with the classified information or special nuclear material. To obtain a Facility Clearance, the Contractor must submit the SF 328, Certificate Pertaining to Foreign Interests, and all required supporting documents to form a complete FOCI Package. The Contractor will submit the FOCI information in the format directed by DOE. When completed, the Contractor must print and sign one copy of the SF 328 and submit it to the CO.

(2) Information submitted by the Offeror in response to the SF 328 will be used solely for the purposes of evaluating FOCI and will be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.

(3) Following submission of a SF 328 and prior to contract award, the Contractor shall immediately submit to the CO written notification of any changes in the extent and nature of FOCI which could affect the Offeror’s answers to the questions in SF 328. Following award of a contract, the Contractor must immediately submit to the cognizant security office written notification of any changes in the extent and nature of FOCI, which could affect the Offeror’s answers to the questions in SF 328. Notice of changes in ownership or control, which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the US Department of Justice must also be furnished concurrently to the cognizant security office.

(b) Definitions.

(1) Foreign Interest means any of the following:

(i) A foreign Government, foreign Government agency, or representative of a foreign Government;

(ii) Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country, other than the United States, or its possessions and trust territories; and

(iii) Any person who is not a citizen or national of the United States.

(2) FOCI means the situation where the degree of ownership, control, or influence over a Contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or special nuclear material may result.

(c) “Facility Clearance” means an administrative determination that a facility is eligible to access, produce, use or store classified information, or special nuclear material. A Facility Clearance is based upon a determination that satisfactory safeguards and security measures are carried out for the activities being performed at the facility. It is DOE policy that all Contractors or Subcontractors requiring access authorizations be processed for a Facility Clearance at the level appropriate to the activities being performed under the contract. Approval for a Facility Clearance shall be based upon:

(1) A favorable FOCI determination based upon the Contractor’s response to the 10 questions in SF 328 and any required, supporting data provided by the Contractor;

(2) A contract or proposed contract containing the appropriate security clauses;

(3) Approved safeguards and security plans which describe protective measures appropriate to the activities being performed at the facility;

(4) An established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System if access to nuclear materials is involved;
(5) A survey conducted no more than six months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;

(6) Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and

(7) Access authorizations for key management personnel who will be determined on a case by case basis, and must possess or be in the process of obtaining access authorizations equivalent to the level of the Facility Clearance.

(d) A Facility Clearance is required prior to the award of a contract requiring access to classified information and the granting of any access authorizations under a contract. Prior to award of a contract, the DOE must determine that award of the contract to the Offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract. The CO may require the Offeror to submit such additional information as deemed pertinent to this determination.

(e) A Facility Clearance is required even for contracts that do not require the Contractor’s corporate offices to receive, process, reproduce, store, transmit, or handle classified information or special nuclear material, but which require DOE access authorizations for the Contractor’s employees to perform work at a DOE location. This type facility is identified as a non-possessing facility.

(f) Except as otherwise authorized in writing by the CO, the provisions of any resulting contract must require that the Contractor insert provisions similar to the foregoing in all subcontracts and purchase orders. Any Subcontractors requiring access authorizations for access to classified information or special nuclear material shall be directed to provide responses to the questions in SF 328, Certificate Pertaining to Foreign Interests, directly to the prime Contractor or the CO for the prime contract.

Notice to Offerors - Contents Review (Please Review Before Submitting)

Prior to submitting the SF 328, required by paragraph (a)(1) of this clause, the Offeror should review the FOCI submission to ensure that:

(1) The SF 328 has been signed and dated by an authorized official of the company;

(2) If publicly owned, the Contractor’s most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privately owned, the audited, consolidated financial information for the most recently closed accounting year has been attached;

(3) A copy of the company’s articles of incorporation and an attested copy of the company’s by-laws, or similar documents filed for the company’s existence and management, and all amendments to those documents;

(4) A list identifying the organization’s owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the Government agency(ies) that granted or will be granting those clearances; and

(5) A summary FOCI data sheet.

(a) The Technical and Management Proposal (Volume II), consists of written information to allow Offerors to demonstrate their approach and capabilities to perform the prospective contract. The instructions contained in this and other provisions of the solicitation are provided to assist Offerors in preparing their proposals and are not evaluation factors, however failure to comply with these instructions may result in a deficient proposal. The Technical and Management Proposal will be evaluated in accordance with the evaluation factors stated in Section M entitled, Evaluation Factors for Award.

(b) Offerors shall address, in the Technical and Management Proposal, those areas contained in the respective Section L provisions below. Each of these areas corresponds to the evaluation factors contained in Section M of the solicitation.

(c) The Technical and Management Proposal shall comply with the requirements contained in the provision at DOE-L-2001 entitled, Proposal Preparation Instructions, general and other applicable provisions of the solicitation, including any required format and page limitations. Offerors shall be specific and complete in addressing the information required to be included in the Technical and Management Proposal. Offerors shall not simply offer to perform work in accordance with the Task Order 1 – Transition; Sample Task Order 2 – Single-Shell Tank (SST) Retrieval and Closure; and Task Order 3 – Efficient Base Operations; rather, Offerors shall provide their specific approach and capabilities to perform Task Order 1, Sample Task Order 2, and Task Order 3. Moreover, Offeror shall not merely restate the work scope and/or other solicitation requirements in its technical and management proposal.

(d) The Offeror’s proposal submission, including Volumes II and III, shall include “Teaming Subcontractors” as defined in DOE-L-2001, Proposal Preparation Instructions – General, Section (a)(2).

(e) No cost or price information shall be included in the Volume II, Technical and Management Proposal.

L.12 Proposal Preparation Instructions, Volume II – Key Personnel

Factor 1: Key Personnel (The Key Personnel section shall not exceed five [5] pages, exclusive of resumes and letters of commitment. The key personnel resumes are limited to four [4] pages for each resume and one [1] page for each letter of commitment.)

Offerors shall include the following information in the Volume II - Technical and Management Proposal, related to the proposed key personnel:

(a) Key personnel. The Offeror shall propose the required Program Manager, and the Offeror may propose other key personnel which will be incorporated into the Master IDIQ Contract through the clause at DOE-H-2070, Key Personnel. Only one individual may be proposed for each key personnel position.

It is recognized that the number and functions of key personnel will be dependent on the organizational structure of the individual Offeror and the manner in which the Offeror proposes to...
perform the work. The Offeror shall provide resumes only for the proposed key personnel. The Offeror shall not provide the names or qualifications of any non-key personnel.

1. The Offeror shall provide the rationale for the selection of the proposed non-required Key Personnel positions regarding why they are essential to the successful performance of the Master IDIQ PWS and the optimal team for execution of the Master IDIQ PWS.

2. The Offeror shall describe the Key Personnel Team make-up that demonstrates the nine elements in paragraph (b)(1)(i), below.

3. The Offeror shall identify the organization that will employ each of the key personnel during performance of the contract, e.g., Offeror, Offeror affiliates, teaming partners, or Teaming Subcontractors; and the Key Personnel authority level and the extent to which each key personnel position will have access to corporate resources.

4. The Offeror shall confirm the availability of the Key Personnel as being full-time assigned to the contract and their permanent duty station is located on the Hanford Site or within the Tri-Cities and local surrounding area.

Failure of the Offeror to propose the required Key Personnel position, or to confirm the availability of the Key Personnel as being full-time assigned to the contract; and that their permanent duty station is located on the Hanford Site or within the Tri-Cities and local surrounding area will adversely affect the Government’s evaluation of the proposal and may make the proposal ineligible for award.

(b) Resume.

1. The Offeror shall provide written resumes for all proposed Key Personnel in the format shown in Attachment L-2. The resume shall describe the key person’s education, relevant experience, accomplishments, and other information supporting the individual’s qualifications and suitability for the proposed position. The resume shall address the following:

   (i) Relevant experience in performing work similar to the work to be performed in their proposed position, including leadership and other accomplishments, with emphasis on project and completion type work. Additionally, the Offeror shall provide information for the Key Personnel team that addresses the following nine elements: (i) Experienced in promoting and enabling change within an organization; (ii) Demonstrated professional career progression within the last five (5) years; (iii) Recent experience in direct project execution in the field; (iv) Experienced at formal partnering with client(s) that achieved measurable performance improvements; (v) Experienced in developing innovative approaches and their implementation; (vi) Experienced in incentive-based contracting; (vii) Experienced in employee incentive program design and implementation; (viii) Experienced in commercial and public projects; and (ix) Experienced in successful regulatory interactions and reform. While each key person may not necessarily possess each of the nine elements, the key personnel team as a whole shall demonstrate each of the elements.

   (ii) Education, specialized training, certifications, and licenses that support the individual’s qualifications and suitability for the proposed position; and

   (iii) At least three references having direct knowledge of the qualifications of the proposed key person.

2. By submission of each resume, the key person and Offeror authorize the DOE to contact any references and previous employers to verify the accuracy of information provided in the resume.
and to further assess each individual’s suitability for the proposed position. DOE may contact any or all of the references or past employers as a part of its evaluation of the key personnel.

(c) Letter of commitment. A letter of commitment shall be submitted for each individual proposed as a key person. Each key person shall sign the letter stating that the information contained in the resume, submitted as part of the proposal, is true and correct; and the individual will unconditionally accept employment in the key position identified in the proposal beginning on the date the Notice to Proceed (NTP) is issued for the period of time commensurate with the functional position as defined in DOE-H-2070, Key Personnel – Alternate I. The Letter of Commitment shall state as follows:

“I hereby certify that the resume submitted as part of the proposal is true and correct, and _______ (insert name of individual proposed) will accept the proposed position of _______ (insert name of proposed position) if _______ (insert name of Offeror) receives the award and will perform in the proposed position for a minimum of three (3) years beginning on the date the Notice to Proceed (NTP) is issued for the Transition Period of the contract.

I also hereby certify that I will be assigned full-time to the contract and my permanent duty station will be located on the Hanford Site or within the Tri-Cities and local surrounding areas.’’

Failure to submit a signed letter of commitment will adversely affect the Government’s evaluation of the proposal.

(d) Oral problem scenarios – key personnel and oral interview – Program Manager.

(1) Oral problem scenarios – key personnel.

DOE will conduct oral problem scenarios with each Offeror’s proposed key personnel team.

All of the Offeror’s proposed key personnel shall actively participate in the oral problem scenarios and be physically present. No substitutions will be allowed to participate in lieu of the named, proposed key personnel. No other personnel representing the Offeror will be allowed to attend. However, persons and/or service animals required to assist any of the key personnel with disabilities may attend when accompanying that attendee.

The problem-solving scenarios will include a technical and/or managerial problem or challenge, representative of the activities to be performed under the contract. The scenarios will allow the Offeror to demonstrate its key personnel’s leadership, teamwork, communications, knowledge of the Master IDIQ PWS, and problem-solving capabilities both individually and as a team. The key personnel team will be allowed time to analyze the problem, prepare a response, and present its response; however, the team will not be allowed to ask DOE questions. The scenarios will not be provided to Offerors in advance of the oral problem scenarios. Offerors may not present any formal presentation prepared in advance.

(2) Oral interview – Program Manager

DOE will conduct an oral interview with each Offeror’s proposed Program Manager for the purpose of determining this individual’s qualifications and suitability, including leadership capability for the proposed position.

A question and answer, oral interview format will be used. A set of questions will be asked of each Offeror’s Program Manager. Questions will not be provided to Offerors in advance. Offerors
may not present any formal presentation prepared in advance. The interview will be conducted during a period of up to 60 minutes.

(3) Logistics.

(i) DOE will provide flip-charts and markers for the Offeror’s key personnel to use during the oral problem scenarios and oral interview. All presentation materials used will be retained by DOE.

(ii) The Offeror shall not bring into the presentation room any presentation or reference material including the written proposal or electronic equipment, e.g., computers/laptops, cell phones, cameras, and video or audio recording equipment. The key personnel are prohibited from contacting anyone during the oral problem scenarios and oral interview.

(iii) DOE may make a recording of the oral problem scenarios and oral interview, including the Offeror’s preparations for the oral problem scenarios. After award, a copy of the video recording may be provided to the Offeror upon request.

(4) Schedule.

Each Offeror will be notified within 5 working days after the proposal submission deadline of the date, time, location, agenda, and other instructions related to its oral problem scenarios and oral interview. The oral problem scenarios and oral interview will commence within approximately 15 working days after the proposal submission deadline. DOE reserves the right to conduct the oral problem scenarios and oral interview outside of this approximate timeline or to reschedule an Offeror’s oral problem scenarios and oral interview, except under extenuating circumstances (e.g., personal illness or emergency). DOE will randomly select the order of the oral presentations.

(5) Oral problem scenarios and oral interview agenda.

The following tentative agenda is anticipated to be used for the oral problem scenarios and oral interview. The agenda shows the various segments of the oral problem scenarios and oral interview, a brief description for each segment, and the time that will be allowed for each segment. DOE will strictly enforce the time limits. DOE will provide to each Offeror the final agenda when DOE notifies the Offeror of the scheduled date, time, and location for its oral problem scenarios and oral interview.

<table>
<thead>
<tr>
<th>Table L-4, Tentative Agenda</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Segment</strong></td>
</tr>
<tr>
<td>Government Introductions and Instructions</td>
</tr>
<tr>
<td>Offeror Introductions</td>
</tr>
<tr>
<td>Scenario #1</td>
</tr>
</tbody>
</table>
(6) Limitations of oral problem scenarios and oral interview. The oral problem scenarios and oral interview will not:

(i) Constitute a part of the offer (Volume I of the proposal) or be incorporated into any contract resulting from this solicitation;

(ii) Constitute “negotiations” (or “discussions”) as defined in paragraph (d) of FAR 15.306, Exchanges with Offerors After Receipt of Proposals, or obligate the Government to conduct discussions; nor

(iii) Constitute a “proposal revision” as defined in FAR 15.001 or allow an Offeror to cure deficiencies or weaknesses in, or otherwise revise, the written proposal.


Factor 2: Technical and Management Approach (The Technical and Management Approach shall be submitted in response to the Master IDIQ PWS within Task Order 1 – Transition, Sample Task Order 2 – SST Retrieval and Closure, and Task Order 3 – Efficient Base Operations (Attachments L-11, L-12, and L-13) and shall not exceed 25 pages total (inclusive of all Task Orders), exclusive of the integrated schedule.)

(a) Offerors shall include the following information in the Volume II - Technical and Management Proposal, related to the Offeror’s proposed technical and management approach:

(b) Technical Approach Elements – Sample Task Order 2 – SST Retrieval and Closure: The Offeror shall fully describe its technical approach to achieve Sample Task Order 2 – SST Retrieval and Closure. The Offeror shall describe the viability (including previous successful implementation of proposed initiatives), effectiveness, and expected impacts to include risk and risk mitigation of its technical approach to the Hanford Site.

(c) Technical Approach Elements – Task Order 3 - Efficient Base Operations: The Offeror shall fully describe its technical approach to achieve Task Order 3 - Efficient Base Operations. The Offeror shall put emphasis on the technical approach to Master IDIQ PWS Section 2.1.1 Tank Closure Mission

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Strategy. The Offeror shall describe the viability (including previous successful implementation of proposed initiatives), effectiveness, and expected impacts to include risk and risk mitigation of its technical approach to the Hanford Site.

(d) Management Approach Element: The Offeror shall fully describe its management approach and organizational structure to effectively manage, implement and execute multiple Task Orders; to interface and collaborate with other Hanford Contractors (OHC); and, to partner with DOE and the Regulators to achieve the Tank Closure Mission.

(e) Contractor Human Resource Management: The Offeror shall describe its understanding and approach to the following Contractor Human Resource Management activities:

1. Management and administration of pension and benefit plans as described in Section H clause entitled, DOE-H-2001, Employee Compensation: Pay and Benefits (Oct 2014); and

2. Management of a large workforce, including Union represented and non-represented labor.

As part of its approach to (1) and (2) above, the Offeror shall provide information that demonstrates its expertise (on staff or contracted personnel); and with regard to (2) above its understanding of the Service Contract Labor Standards (as enacted in the Service Contract Act), in particular Section 4(c), currently codified at 41 USC Chapter 67, and how it affects a Union represented workforce.

(f) Integrated Schedule: The Offeror shall provide a Primavera P6 (P6) integrated resource-loaded schedule that identifies the time phasing of work for Task Order 1 – Transition and Task Order 2 – SST Retrieval and Closure, and the activities necessary to achieve the two Task Orders (down to the Work Package Level). The Offeror shall provide S-curves from P6, identifying their resource usage profile and Full Time Equivalents (FTEs). The integrated schedule shall include all work specified in Task Order 1 – Transition and Task Order 2 – SST Retrieval and Closure, consistent with the proposed technical approach, and with consideration to the constraints identified in Attachment L-8, Cost Assumptions.

(g) Subcontracting Approach: The Offeror shall describe its approach to meet or exceed the small business subcontracting requirement defined in the Section H clause entitled, Subcontracted Work, for the entire Master IDIQ PWS.


Factor 3: Past Performance (The Past Performance section shall be limited to the Attachment L-3, Past Performance Reference Information Forms, which are limited to up to nine pages per contract; the Attachment L-5, List of Contracts Terminated for Default, the Attachment L-10, List of DOE Contracts, and Past Performance Consent Statement(s), which have no page limits.)

Offerors shall include the following information in the Volume II - Technical and Management Proposal, (Attachment L-3, Past Performance Reference Information Form, Attachment L-5, List of Contracts Terminated for Default, Attachment L-10, List of DOE Contracts, and Past Performance Consent Statement(s), identified above) related to the Offeror’s past performance:

(a) Contracts information. The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), shall provide past performance information on up to three (3) contracts per member, either currently being performed or completed by the Offeror/members, and up to three (3) contracts,
either currently being performed or completed for each proposed **Teaming Subcontractor(s)**. The Offeror shall only provide past performance information for contracts that are currently being performed and/or for contracts that were completed within the last four (4) years from the original solicitation issuance date. Contracts may be, but are not limited to, contracts, **Task Orders**, delivery orders, or other legal agreements with federal, state, local, and foreign Governments and/or with commercial customers.

(b) Offeror past performance. The Offeror, to include all members of a teaming arrangement, as defined by FAR 9.601(1), shall provide information on contracts that are most similar in terms of scope, size, and complexity to the Master IDIQ PWS. Similar scope, size, and complexity are defined as follows: scope – type of work (e.g., work as identified in the Master IDIQ PWS); size – dollar value (approximate average annual value) and contract period of performance; and complexity – performance challenges (e.g., overcoming barriers for completion/closure-type projects to safely accelerate work scope). The Offeror shall demonstrate actual prior innovations, work performance improvements, cost efficiencies, and successful partnerships with the Government, Client, and Regulators.

(c) Teaming Subcontractor past performance. In addition to the Offeror’s information on relevant past performance, the Offeror shall provide information on the recent and relevant past performance for any proposed **Teaming Subcontractors** that are proposed to perform work under the contract. Teaming Subcontractors are defined in section L.8(a)(2). The Offeror’s other subcontractor(s), not meeting the **Teaming Subcontractors** definition, shall not submit past performance information and any submitted information will not be evaluated. The Offeror shall provide information on contracts that are most similar in scope, size, and complexity, as defined above in paragraph (b), to that portion of the work that the Teaming Subcontractor is proposed to perform under this solicitation.

(d) Newly formed entity and predecessor companies. If the Offeror is a newly formed entity with no record of past performance for its team members as defined in FAR 9.601(1), the Offeror shall provide past performance information for its member organization(s). The Offeror, whether or not they are a newly formed entity, may provide past performance information for its parent organization(s), member organizations in a joint venture, **limited liability company**, or other similar or affiliated companies, provided the Offeror’s proposal demonstrates that the resources of the parent, member, or affiliated company will be provided or relied upon in contract performance such that the parent, member, or affiliate will have meaningful involvement in contract performance. Meaningful involvement means the parent, member, or affiliate will provide material supplies, equipment, personnel, or other tangible assets to contract performance; or that the common parent will utilize the expertise, best practices, lessons learned, or similar resources from the affiliate to affect the performance of the Offeror. If a common parent company is used to establish the nexus between the Offeror and an affiliated company, the Offeror must demonstrate how the affiliate and Offeror rely on, for example, similar assets, resources, policies, and procedures of the common parent company.

The Offeror or Teaming Subcontractors may also provide past performance information on predecessor companies that existed prior to any mergers or acquisitions, where the Offeror’s proposal demonstrates such performance reasonably can be predictive of the Offeror’s performance.

(e) Work to be performed. The past performance information provided for the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and/or **Teaming Subcontractors**, shall describe its relevancy to the Master IDIQ PWS and to the work that is proposed to be performed by that individual entity. Specific cross references shall be made between the applicable sections of the Master IDIQ PWS, the work to be performed by each entity, and the past performance of that entity. Each discrete reference contract provided must be attributed to a specific entity, or members of
a teaming arrangement as defined in FAR 9.601(1) and/or Teaming Subcontractors. All information provided by the Offeror shall be described in sufficient detail to enable the Government to clearly identify and define the portion of work to be performed by each entity (Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and Teaming Subcontractors) under the Offeror’s proposed approach.

(f) Performance information. The Offeror shall identify performance challenges and provide information on problems encountered in the performance of the reference contract and actions initiated to address these matters, and the effect the actions taken had on the performance of the contract. Examples of problems to be addressed, as appropriate, include, but are not limited to, serious injuries or fatalities, regulatory violations resulting from environmental non-compliance, late deliveries, and cost overruns. In addition, the Offeror may describe any recognized accomplishments the Offeror has received on the reference contract. The Offeror shall also identify Occupational Safety and Health Administration (OSHA) safety statistics (e.g., Days Away, Restricted, or Transferred (DART) cases and Total Recordable Cases (TRC)), as well as any DOE enforcement actions and/or worker safety and health, nuclear safety, and/or classified information security incidents or notifications posted to the DOE Office of Enterprise Assessments website (https://energy.gov/eas/information-center/enforcement-infocenter) and any corrective actions taken to resolve those problems. The Offeror shall include this information within the Past Performance Reference Information Form.

(g) Terminated contracts. The Offeror shall provide a listing in Attachment L-5, List of Contracts Terminated for Default, of any contracts of the Offeror, to include all members of a teaming arrangement, as defined by FAR 9.601(1), and/or Teaming Subcontractors that were terminated for default, including the reasons therefore, within the past four (4) years from the original solicitation issuance date. This listing of terminated contracts is not limited to only those contracts contained in the Attachment L-3, Past Performance Reference Information Forms. If there are no terminated contracts for default to report, Attachment L-5, List of Contracts Terminated for Default, shall be submitted with a blank table, along with a note indicating that there are no terminated contracts within the time period specified in the solicitation.

(h) Past Performance Questionnaire. The Offeror shall provide the Past Performance Questionnaire contained in Attachment L-4, Past Performance Cover Letter and Questionnaire, to the appropriate contract client reference within the Program Office/Project Office and/or the Contracting Office for completion for those contracts described in paragraph (a) for which no contractor performance data is available in the Contractor Performance Assessment Reporting System (CPARS). The Offeror shall request that clients return the Past Performance Questionnaire directly to DOE by mail or electronic means to the address identified below no later than two (2) weeks prior to the date for receipt of proposals.

(1) DOE address and contact information.

U S. Department of Energy
Attention: George Champlian, Contracting Officer, Hanford
Address: 2430 Stevens Center Place, Suite 258
City/State/Zip: Richland, WA 99354
E-mail: TCC@emcbc.gov
Phone: (309) 376-6678

(2) Envelopes shall be marked as follows:

TO BE OPENED BY ADDRESSEE ONLY
RFP No. 89303319REM000044
The Offeror shall be responsible for following up with the client point of contact to ensure that the questionnaire has been completed and returned to the DOE Contracting Officer on time. However, receipt of the questionnaires is not subject to the Section L Provision, “52.215-1, Instructions to Offerors – Competitive Acquisition” related to late proposals. Questionnaires not received by the proposal due date may not be considered if consideration will unduly delay evaluations. The Offeror may contact the Contracting Officer at the e-mail provided above to confirm the receipt of any questionnaires.

(i) Sources of past performance information. The Government may contact any or all of the references provided in the Past Performance Reference Information Form. The Government may also obtain past performance information from sources other than those provided by the Offeror. This may include, but not be limited to, commercial and Government clients, Government records, regulatory agencies, and Government databases such as the Government’s CPARS. The Government will only consider information for work determined to be at least somewhat relevant to the acquisition in terms of similar scope, size, and complexity, as defined above in paragraph (b), and within the last four (4) years from the original solicitation issuance date.

(j) List of DOE contracts. The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1) and Teaming Subcontractor(s), shall provide a listing on Attachment L-10, List of DOE Contracts, of all DOE prime contracts (including National Nuclear Security Administration) currently being performed and/or for contracts that were completed within the last four (4) years from the original solicitation issuance date. This includes contracts for which the Offeror or Teaming Subcontractor was a member organization in a joint venture, LLC, or other similar entity as a prime contractor to DOE. If the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), or Teaming Subcontractor(s) provided past performance information on predecessor companies that existed prior to any mergers or acquisitions, the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), or Teaming Subcontractor(s) shall also provide a list of DOE contracts for the predecessor companies.

(k) Past Performance Consent Statement. As past performance information is proprietary source selection information, by default, the Government can only discuss past performance information directly with the prospective prime contractor, team member or Teaming Subcontractor that is being reviewed. If there is a problem with a proposed Teaming Subcontractor’s or team member’s past performance, the prospective prime contractor can be notified of a problem, but no details will be discussed without the team member’s/Teaming Subcontractor’s permission. Therefore, the Government is requesting the following consent statement be completed, as applicable, by all proposed members of a teaming arrangement as defined in FAR 9.601(1), and all Teaming Subcontractors, by checking the appropriate “provide consent” or “do not provide consent” box, as well as providing all other requested information.

Dear (Contracting Officer),

We are currently participating as a [teaming member/Teaming Subcontractor] with [name of Offeror providing proposal] in responding to the Department of Energy, RFP 89303319REM000044 for the Tank Closure Contract.

In order to facilitate the performance confidence assessment process we hereby [ ] provide consent [ ] do not provide consent to allow you to discuss our past and present performance information with the [name of Offeror providing proposal] during the source selection process.
Task Order Proposal Preparation Instructions, Volume III – Task Order Cost and Fee Proposal

(a) General – Offeror shall propose cost and fee by providing the following:

1. Task Order 1 – Transition: Table B-1, Estimated Total Cost, and Table B-2, Task Order CLIN Structure, in Section L, Attachment L-11, Task Order 1 - Transition. The Offeror shall propose cost in support of this task for the duration of the POP as outlined in Attachment L-11, Task Order 1 - Transition.

2. Sample Task Order 2 – SST Retrieval and Closure: Table B-1, Target Cost and Fee Information, and Table B-2, Task Order CLIN Structure, in Section L, Attachment L-12, Sample Task Order 2 – SST Retrieval and Closure Period. The Offeror shall propose cost and fee in support of this task for the duration of the POP as outlined in Attachment L-12, Sample Task Order 2 – Single-Shell Tank Retrieval and Closure.


   (i) In support of Master IDIQ PWS Sections C.2, C.3, C.4, and C.8.1, the cost and fee proposed shall include the entirety of Core Functions for the duration of the POP as outlined in Attachment L-13, Task Order 3 – Efficient Base Operations and L-16, WBS Dictionary for Task Order 3 – Efficient Base Operations.

   (ii) Offerors shall also review Attachment L-17, WBS Dictionary for Task Order 3 – Supplemental Information. The scope outlined in the attachment is potential future scope, and as such, Offerors shall bid any Core Function services pertaining to the scope. Those costs shall be included in the appropriate WBS within the estimate for Task Order 3.

The Offeror shall ensure the completed Task Orders 1, 2, and 3, B-1 and B-2 Tables, are consistent with Section L, Attachment L-7 entitled, Cost Summary Worksheets, in accordance with the instructions in this provision. Team Subcontractors, as defined in L.8(a)(2), are not required to complete Section B or the corresponding B Tables. In accordance with FAR 15.403-1 entitled, Prohibition on Obtaining Certified Cost or Pricing Data, certified cost or pricing data are not required of Offerors responding to this solicitation; however, in accordance with FAR 15.403-3 entitled, Requiring Data Other Than Certified Cost or Pricing Data, Offerors shall provide data other than certified cost or pricing data, in support of its proposed cost and fee in the format specified in these instructions.
Offerors are required to submit data and information adequate for the CO to evaluate the reasonableness of the price and to determine cost realism and whether the Offeror demonstrates a clear understanding of the solicitation requirements. Submitted data and basis information shall be provided in the native format. Native format files shall include all formulas and calculations utilized by the Offeror during proposal development when applicable. Submission by the Offeror of unrealistically low or high proposed costs or price may adversely affect the evaluation of the proposal.

Instructions: Task Order Cost and Fee Proposal

(b) The Offeror and any Teaming Subcontractor shall prepare its Volume III Cost and Fee Proposal in accordance with the instructions in paragraphs (b) through (m).

(c) Cost and fee information shall be included in Volume III, Tasks Cost and Fee Proposal. The rates and other pricing proposed by the Offeror are binding.

(d) The pages in Volume III, Tasks Cost and Fee Proposal, including forms, tables, and exhibits shall be numbered and identified in a volume table of contents. Electronic copies of proposal files shall be organized and submitted in native file format. There is no page limitation on Volume III.

(e) The Offeror shall utilize, with no exceptions, the binding assumptions included within the Section L, Attachment L-8, “Cost Assumptions,” and the Supplemental Information contained within Task Order 3 – Efficient Base Operations when preparing its cost and fee proposal. For proposal preparation purposes, the Offeror shall use a 60-day Contract Transition Period. Proposed costs and fee shall be on a Government fiscal year (GFY) basis from October 1 through September 30. Costs shall be proposed in FY20 dollars (October 1, 2019 through September 30, 2020).

(f) The Offeror shall provide its proposed cost and fee amounts for the Task Orders listed in the table below.

<table>
<thead>
<tr>
<th>Task Order 1: Transition</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Transition</td>
</tr>
<tr>
<td>Sample Task Order 2: Single-Shell Tank Retrieval and Closure</td>
</tr>
<tr>
<td>1 Single-Shell Tank Retrieval and Closure</td>
</tr>
<tr>
<td>Task Order 3: Efficient Base Operations</td>
</tr>
<tr>
<td>1 Efficient Base Operations</td>
</tr>
</tbody>
</table>

(g) The Offeror shall not propose fee for Task Order 1 – Transition. The Offeror shall not propose a target fee that exceeds 10 percent for Sample Task Order 2 – Single-Shell Tank Retrieval and Closure, and 7 percent for Task 3 – Efficient Base Operations.

(h) The Offeror’s cost and fee proposal shall align with the Offeror’s Volume II, Technical and Management Proposal.

(i) Work Breakdown Structure (WBS) Dictionary – Offerors shall not submit WBS Dictionaries with their proposal package. For WBS Dictionaries, refer to Attachment L-14, “TCC WBS Dictionaries.”
TANK CLOSURE CONTRACT – FINAL RFP
SOLICITATION NO. 89303319REM000044

SECTION L

(j) Basis of Estimate (BOE) – The Offeror and Teaming Subcontractors shall provide narrative support sufficient to explain the development of the costs/prices proposed for each “Task Order WBS Level 5” shown in Attachment J-17, “Att. J-17 Task Order WBS” tab, using the BOE template provided in section (g) of these cost instructions. The Offeror shall provide BOEs that thoroughly document respective estimates and align with the Offeror’s Volume II, Technical and Management Proposal. The Offeror shall utilize Attachment J-17, “Att. J-17 Core Functions Xwalk” tab in order to align the Master IDIQ Section C scope with the Task Order WBS for Task Order 2 for proposal preparation.

(1) The detailed BOE narrative description shall provide, at a minimum, the following information:

(i) Detailed description of proposed scope and technical approach to allow a complete understanding of how the Offeror plans to complete the proposed work scope in its entirety, as well as, how the resources were estimated in order to implement the technical approach;

(ii) The lower level estimate structure and the Offeror’s proposed P6 Activity IDs. The Offeror shall develop a level 6 Task Order WBS as required in section (k) of these cost instructions, and shall provide that structure;

(iii) Description of the estimating method, estimating rationale, the estimating process and detailed assumptions, including the assumptions (both BOE-provided and Offeror/ specific) that were used to prepare the estimate;

(iv) Basis for proposed costs/prices;

(v) Source(s) of estimate information such as parameters, values, model approach, and model calibration (where parametric estimates were used);

(vi) Description of how each labor resource code, manual and non-manual labor hours, and any estimating factors were determined;

(vii) Basis for development of the hours of a full-time equivalent (FTE) employee if FTEs are used as a unit of measure in the estimate;

(viii) All relevant P6 activities and descriptions of how the P6 activities align with the estimate;

(ix) The names and work scope associated with subcontractors’ costs. The Offeror shall provide an explanation as to how the costs were developed; and

(x) Other related information that provides clarity and facilitates understanding of the Offeror’s proposed cost/price.

(2) The Offeror may propose the following allowances or factors as part of its proposal if consistent with the Offeror’s estimating practices: small tools; fuel, oil, gas and maintenance; personal protective equipment; office supplies; and consumables. For proposed allowances or factors, the Offeror shall submit information and support for the use of estimating allowances or factors in order to thoroughly provide the basis and a clear understanding for the proposed pricing. Each estimating factor that the Offeror uses shall be described in each relevant BOE.

(3) The BOE shall be a standalone document within Volume III, separate from the estimate calculations.

(k) Proposed Task Order Cost (for Task Order 1, Sample Task Order 2, and Task Order 3 listed in (j) above) – The Offeror (Teaming Subcontractors shall complete Attachment L-6 Subcontract Cost Detail Worksheets) shall complete the cost proposal worksheets within Section L, Attachment L-6,
Cost Detail Worksheets and Attachment L-7, Cost Summary Worksheets, to the level of detail indicated in the attachments as well as related instructions within this provision under section (1) Cost Worksheet Instructions. The Offeror shall provide an activity based estimate and the required supporting documentation in accordance with this provision.

(1) The Task Order Cost and Fee Proposal shall be mathematically correct with full traceability and consistency between Attachments L-6, L-7, and L-8; the Government provided WBS Dictionaries; the BOEs; the P6 schedule; and Volume II, Technical and Management Proposal. Attachments L-6 and L-7 shall be provided with all excel formulas visible and unlocked. The Offeror shall include all relevant formulas used in development of the L-6 and L-7 attachments.

(2) Offeror Proposed Non-Labor Resource Codes - The Offeror and any Teaming Subcontractors shall propose unique resource codes for Materials/Supplies, Subcontracts, Taxable PO’s & Contracts, Owned Equipment, Rented Equipment, Government Furnished Cost, and Misc. Other Originated Costs. The unique resource codes shall follow the example in Attachment L-6, tab entitled, “Proposed Non-Labor Res. Codes” The Offeror and any teaming subcontractors shall utilize the Government Provided Resource Code from Attachment L-8, tab entitled “Resource Codes” with a dash and a unique numeric value for each Offeror proposed resource code.

(i) Each Offeror Proposed Resource Code shall be assigned the corresponding resource type and resource class of each base resource element (Material, Subcontracts, Taxable Subcontracts, Equipment, Taxable Equipment, Government Furnished Cost, other Direct Costs) as indicated in Section L, Attachment L-8, “Resource Codes” tab, for each Offeror Proposed Resource Code. A unique unit of measure and unique unit rate shall be assigned for each. The Offeror shall provide a list of all unique resource codes that are used in the proposal, following the example in Attachment L-6, tab entitled, “Proposed Non-Labor Resource Codes.” The list of Offeror proposed non-labor resource codes shall include at a minimum the resource type, resource class, Offeror Proposed Resource Code, Offeror Proposed Resource Description, unit of measure, Government Provided Resource Code, and Government Provided Resource Code Description.

(ii) Teaming Subcontractors – Each Teaming Subcontractor shall provide their list of unique resource codes following the example in Attachment L-6, tab entitled, “Proposed Non-Labor Res. Codes” in a separate digital file.

(3) Usage Based Services (UBSs) – The Offeror shall utilize (UBS) rates in Section L, Attachment L-8, tab entitled “UBS Rates” for services provided to the Offeror from OHCs. The Offeror shall not create new resources or rates for UBS. The UBS resources and rates are representative of all services provided to the Offeror (Mandatory and Optional) in Section J, Attachment J-3, Hanford Site Services and Interface Requirements Matrix. If the Offeror chooses not to receive an optional UBS then the Offeror shall clearly define and backup all labor, material, and other costs related to self-performing that service. Optional and mandatory services are defined in Section J, Attachment J-3.

(l) Task Orders Cost Elements – The Offeror’s cost proposal shall be provided in Section L, Attachments L-6 and L-7, by labor costs (including labor codes, labor hours, and labor rate for each labor resource type), fringe, materials/supplies, equipment, subcontract, other direct costs, use tax, and Business and Occupation (B&O) tax.
(1) Labor – The Offeror shall complete the “Offeror Proposed Labor Rate Buildup” worksheet in the tab entitled “Proposed Labor Rate BU” and J-14 IDIQ Labor Rate Schedule – Government Fiscal Year (FY) 2020 worksheet in the tab entitled “J-14 IDIQ Labor Rate Schedule” located in the Section L, Attachment L-6 and in Section J, Attachment J-14 to provide the proposed direct labor rates by labor category for FY20. The labor rates and buildup provided in Section L, Attachment L-6 shall match the labor rates and buildup in Section J, Attachment J-14. The Offeror shall utilize a single labor rate per labor resource during proposal development. All proposed rates shall be accompanied by supporting documentation. The Offeror shall submit the information to the level of detail indicated in Section L, Attachments L-6 and L-7, as well as related instructions within this provision.

   (i) The Offeror shall use the Government Provided Resource Codes and Government Provided Resource Code Descriptions identified in Attachment L-8, Cost Assumptions as the “Equivalent Gov’t Provided COCS Code” and “Equivalent Gov’t Provided COCS Code Description” when preparing the Labor Rate Build-Up. The Offeror may propose labor rates for labor resources not identified in Section L, Attachment L-8, provided the labor resources are consistent with the Environmental Restoration/Waste Management Activities Common Occupational Classification System (COCS), Revision 3, which is posted to the EMCBC TCC Acquisition Website’s Documents Library. If the Offeror chooses to provide labor resource codes not identified in Section L, Attachment L-8, then the Offeror shall list the relevant COCS code and description from the COCS, Revision 3 in the “Equivalent Gov’t Provided COCS Code” and “Equivalent Gov’t Provided COCS Code Description” columns of the Offeror Proposed Labor Rate Build-Up.

   (ii) Teaming Subcontractors – Each Teaming Subcontractor as defined in L.8 paragraph (a)(2), shall provide the same labor resource code information as required for the Offeror, including backup and supporting documentation. Teaming Subcontractor labor resources and rates shall be provided within the Section L, Attachment L-6, “Subcontract Cost Detail Worksheets” in the “SUB Proposed Labor Rate BU” tab.

   (A) A separate copy of the Attachment L-6 “Subcontract Cost Detail Worksheets” shall be completed for each Teaming Subcontractor.

   (B) Teaming Subcontractors are not required to have an Equivalent Government Provided COCS Code and Description if there is no equivalent code or description within the Government Provided labor rates and the “Environmental Restoration/Waste Management Activities Common Occupational Classification System (COCS), Revision 3.”

   (iii) All proposed labor rates shall be consistent with the terms and conditions of the solicitation, applicable law, including the Wage Rate Requirements in accordance with the HAMTC Bargaining Agreement, the Hanford Site Stabilization Agreement (HSSA), and the Service Contract Labor Standards, as applicable.

   (iv) For informational purposes, government provided labor rates are provided in the TCC Acquisition Website’s Documents Library titled “TCC Government Provided Labor Rate Buildup.” Offerors are not required to use the provided labor rate information however the rates posted in the documents library are based on historical rates at the Hanford Site for the equivalent work scope in this RFP.
(v) Additionally, the Offeror and any Teaming Subcontractors shall assume overtime is not available.

(2) Fringe – The government provided fringe benefit rate for site personnel is provided in the TCC Acquisition Website’s Documents Library document titled “TCC Government Provided Labor Rate Buildup.” The DOE provided fringe includes Paid Time Off (PTO), Washington State Department of Labor and Industries, Worker’s Compensation, and payroll taxes. PTO consists of vacation, sick, holiday, site specific paid absences (80 hours of holiday site closure pay, jury duty, family death, weather closures/releases), and the annual raise effect on the inherited absence liability pool. The PTO rate is in accordance with the HAMTC agreements and proposed non-represented paid sick and vacation compensation packages. Payroll taxes consist of employer’s portion of Federal Insurance Contribution Act (FICA), Medicare, Federal Unemployment Tax Act (FUTA), and State Unemployment Tax Act (SUTA). The government utilized a normalized fringe percent applied to all labor resources equally. The Offeror shall submit the information to the level of detail indicated in Section L, Attachments L-6 and L-7, as well as related instructions within this provision.

(i) The Offeror may use the government provided fringe benefit rates. If the Offeror chooses to propose its own fringe benefit rates, the Offeror should consider the RFP clauses and requirements, federal laws and requirements, and Washington state laws and requirements when developing the proposed fringe benefit rates. The Offeror shall provide sufficient documentation to support the proposed fringe benefit rates. The fringe benefit rates (whether using the DOE provided fringe rates or those specifically proposed by the Offeror) shall be applied to all labor. All Offeror and Teaming Subcontractor proposed fringe rates shall be built-up in the appropriate worksheets in Attachment L-6.

(3) Subcontracts – For proposed subcontractors, as well as taxable PO’s and contracts, the Offeror shall submit the information to the level of detail indicated in Section L, Attachments L-6 and L-7, as well as related instructions within this provision. The Offeror shall provide basis information for all proposed subcontract which includes but is not limited to the scope, resources, rates, materials, and any other information used to develop the proposed subcontract costs. Examples of supporting documentation for subcontract costs that can be used to provide basis information include vendor quotes and affiliate pricing agreements.

(4) Other Direct Costs – Items not covered elsewhere, and included in the cost/price proposal as a direct cost, shall be documented and justified by providing a breakout of costs and the cost basis in the BOE (e.g., the number of hours/quantities and the hourly/unit charge). The Offeror shall submit the information to the level of detail indicated in Section L, Attachments L-6 and L-7, as well as related instructions within this provision.

(5) Taxes – As applicable, the Offeror shall show the calculation of taxes against total price, or portions thereof. The Offeror shall disclose the types of taxes and the rate(s) used in its computation. The Offeror shall submit the information to the level of detail indicated in Section L, Attachments L-6 and L-7, as well as related instructions within this provision. The Offeror shall use the following provided rates:

(i) Use Tax – 8.6 percent shall be applied to materials/supplies, taxable subcontracts and taxable equipment only.

(ii) B&O Tax – 0.471 percent shall be applied to all resources following the application of all other burdens (excluding fee).
(6) Materials/Supplies – For the proposed materials/supplies, the Offeror shall submit the information to the level of detail indicated in Section L, Attachments L-6 and L-7, as well as related instructions within this provision. The Offeror shall supply a bill of materials or other equivalent basis information where applicable in order to show the material cost and pricing.

(7) Equipment – For the proposed equipment, the Offeror shall submit the information to the level of detail indicated in Section L, Attachments L-6 and L-7, as well as related instructions within this provision.

(8) Other Support – The Offeror shall not propose costs for corporate home office support. Corporate home office is defined as office responsible for directing or managing two or more but not necessarily every segment of an organization. Offeror may submit request for fair and reasonable recovery of allowable and allocable costs related to any parent organization support approved by DOE in accordance with Section H clause entitled, Parent Organization Support.

(9) General & Administrative – The Offeror shall not propose costs for General & Administrative functions to other resources. All General & Administrative costs shall be proposed as direct resources within Task Order 3, under Task Order WBS T.3.2.

   (i) Teaming Subcontractors – Teaming Subcontractors may propose General & Administrative functions as indirect costs. All General & Administrative functions shall be proposed within the Teaming Subcontractor’s Fringe buildup. See section (1)(2) of these cost instructions.

(10) The Offeror and Teaming Subcontractors shall not propose any additional Cost Elements. All proposed costs shall be assigned to one of the cost elements provided. It is suggested that Teaming Subcontractors include any desired cost allocations or adders as part of the unit rate basis; within the labor base rate; or within the labor fringe buildup.

(m) Task Order Cost Worksheet Instructions – These instructions apply to Attachments L-6, Cost Detail Worksheets, L-6, Subcontract Cost Detail Worksheets and L-7, Cost Summary Worksheets.

L-6 Cost Detail Worksheets

(1) “J-14 IDIQ Labor Rate Schedule” tab - This worksheet is an electronic format of Section J, Attachment J-14, “J-14 IDIQ Labor Rate Schedule” for the Offeror’s use in proposal of labor rates.

   (i) The Offeror shall fill out each column of the “IDIQ Labor Rate Schedule” tab as follows:
      (A) The “Offerors Labor Resource Code” column requires a unique code to identify each labor resource.
      (B) The “Offeror Labor Resource Code Description” column requires a unique description for each resource code that effectively describes the labor resource.
      (C) Only Sample Task Order 2 – SST Retrieval and Closure may need to include escalation of 2.3%.
      (D) The “Equivalent Gov’t Provided COCS Code” column requires the equivalent government provided labor resource code for each Offeror provided resource. See Section (1)(1)(i) of these cost instructions for government equivalent labor resource code information.

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(E) The “Equivalent Gov’t Provided COCS Code Description” column requires the corresponding resource description for each Equivalent Gov’t Provided COCS Code. See Section (B)(14) of these cost instructions for government equivalent labor resource code information.

(F) The “Offeror’s Labor Base Rate” column shall provide the proposed resource rate for each labor resource in FY20 dollars. The labor base rates shall match the rates used in the “Estimating Flat File” tab for the respective resources.

(G) The “Offeror’s Burdened Labor Rate” column shall provide the burdened labor rate as calculated in the “Proposed Labor Rate BU” tab in the “Offeror’s Burdened Labor Rate” column.

(H) The “Fringe Percent Adder” column shall provide the total fringe percentage applied to each labor base rate. The Offeror’s Burdened Labor Rate shall equal the Offeror’s Base Labor Rate multiplied by the total of one plus the Fringe Percent Adder for each resource code.

(ii) The labor resources provided in the “J-14 IDIQ Labor Rate Schedule” tab shall match the resources provided in the “Proposed Labor Rate BU” tab in the same file.

(2) “Proposed Labor Rate BU” tab – The Offeror shall use this worksheet to provide a labor rate buildup. The values in this tab shall be used to fill in the J-14 IDIQ Labor Rate Schedule - Government Fiscal Year (FY) 2020 worksheet in the “J-14 IDIQ Labor Rate Schedule” tab in Attachment L-6 and the “J-14 IDIQ Labor Rate Schedule - Government Fiscal Year (FY) 2020” worksheet in Section J, Attachment J-14.

(i) The Offeror shall develop the Fringe section of this document according to the Offeror’s Fringe estimate methodology. Columns within the Fringe section of the worksheet may be added or deleted based on the Offeror’s labor rate buildup methodology, as applicable.

(ii) The Fringe section of this tab shall contain formulas and links as necessary for calculation of the Offeror’s Burdened Rate.

(iii) The “Fringe Percent Adder” column shall be calculated by taking the “Offeror’s Burdened Labor Rate” (after Fringe is applied) minus the “Offeror’s Base Labor Rate” then divided by the “Base Labor Rate” for each labor resource. The Fringe Percent Adder shall match the Fringe Percent Adder used in the “Estimating Flat File” tab.

(3) “Non-Labor Res. Codes” tab provides an example of how the Offeror and Teaming Subcontractor is to assign resource codes for Non-Labor resources. The Offeror and Teaming Subcontractor shall provide a list of resource codes for all proposed non-labor resources. See paragraph (L)(2) of these instructions.

(4) “Estimating Flat File” tab – The data within the Estimating Flat File are not to include entries for roll-up WBS elements (i.e., no subtotal or total lines). Offeror shall roll up costs as required within the Attachments L-6, “Cost Detail Worksheets,” and Attachment L-7, “Cost Summary Worksheets” using the raw data from this Estimating Flat File.

(i) Any estimating factors proposed by the Offeror shall be applied prior to entering the data into the Flat File and shall be supported in the BOE (i.e., if using a productivity factor for labor, the flat file should reflect the labor cost post-application).
(ii) The Offeror shall not add or delete columns from the Estimating Flat File. The Offeror shall not edit column titles in the Estimating Flat File.

(iii) The Estimating Flat File shall be completed under the following specifications and instructions:

(A) The “Control Position” column requires a unique identifier for data evaluation. The “Control Position” shall start with one (1) and continue in sequential order for all lines of data and shall never repeat. Control Position values shall not be skipped.

(B) Section “Task Order WBS” in the table shall contain Government provided and Offeror defined numbers and descriptions in accordance with Attachment J-17, Task Order WBS.

(I) The Offeror shall assign a “Task Order WBS Number” and its associated “Task Order WBS Description” for each line of data for Task Order WBS levels 1 thru 5. A Task Order WBS and description shall be provided where the Offeror is required to develop a 6th level Task Order WBS. See section (n)(2) of these cost instructions.

(C) Section “Offeror’s Estimating Data” contains the Offeror’s data and shall be filled out according to each column title as follows:

(I) Columns “P6 Activity ID” and “P6 Activity ID Description” – The Offeror shall provide an Activity ID and associated description for each line of data. The activity ID and description shall correspond to an activity ID and description provided within the Offeror’s P6 schedule (.XER). See Section L.13 of this RFP.

(II) Column “Company Name” – The Offeror shall provide the name of the company performing the work for each line of data. For self-performed scope, the Offeror shall use the Offeror’s company name (not parent organizations). For scope performed by subcontractors that have not been identified, the Offeror shall use the value “Unknown Subcontractor”. All Teaming Subcontractors shall be identified by name in this column for all scope that is proposed to be completed by the Teaming Subcontractor.

(III) Column “Resource Type” – Offeror shall provide the Resource Type (Labor, Material, Subcontractor, Other) for each line of data. See Section L, Attachment L-8, “Resource Codes” tab for a complete listing of Resource Type designations. Only one (1) Resource Type may be used for each entry. The Resource Type for Offeror proposed resources shall match the values of the parent resource type in Section L, Attachment L-8 “Resource Codes” tab. See Offeror proposed resource provision in (k)(2) of these cost instructions.

(IV) Column “Resource Class” – Offeror shall provide the resource class associated with the Government Provided Resource Code represented on each line of data. See Section L, Attachment L-8, “Resource Codes” tab for Resource Class designations. Exactly one (1) Resource Class shall be used for each entry. The Resource Class for Offeror proposed resources shall match the values of the parent resource type in Section L, Attachment L-8
“Resource Codes” tab. See Offeror proposed resource provision in (1)(2) of these cost instructions.

(a) For each line of data with a Resource Class of ‘Labor’, Offeror shall also apply fringe, and B&O tax in accordance with sub-paragraphs (1)(2), and (1)(5)(ii) of these instructions.

(b) For each line of data with a Resource Class of “Materials,” “Taxable Subcontracts,” or “Taxable Equipment,” Offeror shall also apply use tax, and B&O tax in accordance with sub-paragraphs (1)(5)(i) and (1)(5)(ii) of these instructions.

(c) For each line of data with a resource class of ‘Subcontracts’, ‘Equipment’, or ‘Other Direct Cost’, Offeror shall also apply B&O tax in accordance with sub-paragraphs (1)(5)(ii) of these instructions.

(V) Columns “Offeror Proposed Resource Code” and “Offeror Proposed Resource Code Description” – Offeror shall assign a Resource Code and its associated resource code description for each line of data. The Offeror’s labor resource codes shall align with the resource codes from the “Offerors Labor Resource Codes” column in Section L, Attachment L-6, tab “J-14 IDIQ Labor Rate Schedule” and the Offeror’s non-labor resource codes shall align with the resource codes to be provided in the Offeror’s non-labor resource code list. See provisions (1)(3) and (1)(6) of these cost instructions. Only one (1) Offeror Proposed Resource Code and its associated Offeror Proposed Resource Code Description may be used for each entry.

(VI) Columns “Government Provided Resource Code” and “Government Provided Resource Code Description” – Offeror shall assign a resource code and its associated description for each line of data. The Government Provided Resource Code and description shall match with a government provided resource code from the Section L, Attachment L-8, “Resource Codes” tab columns (C) and (D). For added labor resources that do not have an equivalent Government Provided Resource Code in Section L, Attachment L-8, the Offeror shall instead list the value from the Offeror’s Section L, Attachment L-6 “J-14 IDIQ Labor Rate Schedule” tab, “Equivalent Gov’t Provided COCS Code” and “Equivalent Gov’t Provided COCS Code Description.” See provisions in (1)(1)(ii) of these cost instructions for requirements when adding labor resources without a government equivalent value.

(VII) Column “Labor Base Rate” – Offeror shall provide the base unit rate for each respective labor resource. The Labor Base Rate should match the base rate provided in the “J-14 IDIQ Labor Rate Schedule” tab. The value shall be “0” for all non-labor resources.

(D) Section “Cost Data” shall contain the Offeror’s data and shall contain no blank cells. Offeror shall include a value of “0” for those cells that have no data. Number values in the Cost Data section shall be provided to 6 decimal places. The Percent Adder columns shall contain the value of the adder applied to that line; For example, 8.6% shall be listed for Use Tax Percent Adder for taxable resources and...
0% for non-taxable resources. Offeror’s data shall be completed according to each column title as follows:

- Quantity
- Unit of Measure
- Labor Hrs Per Unit Quantity
- Total Labor Hours (Labor Hrs Per Unit Quantity × Quantity)
- Labor Cost (Total Labor Hours × Labor Base Rate)
- Fringe \text{Percent} Adder
- Fringe Cost (Labor Cost × Fringe \text{Percent} Adder)
- Total Labor Cost (Labor Cost + Fringe Cost)
- Materials/ Supplies Unit Rate
- Materials/ Supplies Cost (Materials / Supplies Unit Rate × Quantity)
- Equipment Unit Rate
- Equipment Cost (Equipment Unit Rate × Quantity)
- Subcontract Unit Rate
- Subcontract Cost (Subcontract Unit Rate × Quantity)
- Other Direct Cost Unit Rate
- Other Direct Cost (Other Direct Cost Unit Rate × Quantity)
- Use Tax \text{Percent} Adder
- Use Tax Cost (Taxable Resource Cost × Use Tax \text{Percent} Adder)
- Total Direct Cost (Total Labor Cost + Material/ Supplies Cost + Equipment Cost + Subcontract Cost + Other Direct Cost + Use Tax Cost)
- B&O Tax \text{Percent} Adder
- B&O Tax Cost (Total Direct Cost × B&O Tax \text{Percent} Adder)
- Total Cost Without Fee (Total Direct Cost + B&O Tax Cost)
- Use Tax \text{Percent} Adder
- Use Tax Cost (Taxable Resource Cost × Use Tax \text{Percent} Adder)
- Total Direct Cost (Total Labor Cost + Material/ Supplies Cost + Equipment Cost + Subcontract Cost + Other Direct Cost + Use Tax Cost)
- B&O Tax \text{Percent} Adder
- B&O Tax Cost (Total Direct Cost × B&O Tax \text{Percent} Adder)
- Total Cost Without Fee (Total Direct Cost + B&O Tax Cost)

(E) Column “Notes” – The Offeror shall provide the cost basis for each proposed non-labor Resource Code represented on each line of data.

(5) “Direct Cost Summary” tab – The Offeror shall provide total direct cost by Task Order WBS by Cost Element for Task Order WBS Level 1 through Task Order WBS Level 5; see Attachment J-17, “Task Order WBS.” Each Task Order WBS shall roll cumulatively to higher tiered Task Order WBS Level. All proposed costs in the “Direct Cost Summary” worksheet shall reconcile to the values in the “Estimating Flat File” tab in Attachment L-6.
L-6 Subcontract Cost Detail Worksheets

(6) “Sub Proposed Labor Rate BU” – Each Each Teaming Subcontractor shall use this worksheet to provide a labor rate buildup. The instructions provided for the Offeror in paragraph (l)(2) of these cost instructions shall be followed by each Teaming Subcontractor when developing the “Sub Proposed Labor Rate BU” except as stated below:

(i) Teaming Subcontractors are not required to provide Government Equivalent COCS codes or descriptions. See paragraph (k)(i)(ii) of these cost instructions.

(ii) Teaming Subcontractors may provide additional markups, such as G&A, within their Labor Buildup. The Labor Percent Adder is the total equivalent adder including Fringe and any other Markups.

(iii) Teaming Subcontractors shall supply detailed supporting documentation for all markups (i.e. Markups, Fringe, Other Markups).

(iv) The Markups section of this tab shall contain formulas and links as necessary for calculation of the Offeror’s Burdened Rate.

(7) “Sub Estimating Flat File” tab – Each Teaming Subcontractor shall fill out this worksheet according the instructions provided for the Offeror in paragraph (l)(4) of these cost instructions, except as stated below.

(i) Teaming Subcontractors are not required to provide a Government Equivalent COCS code or description. There are no Government Equivalent COCS code and Government Equivalent COCS code description columns within the “Sub Estimating Flat File” tab.

(ii) Teaming Subcontractors shall add Fee Percent Adder, Total Fee and Total Cost Plus Fee values into appropriate columns of Flat File for each line of data. The Total Cost Without Fee plus the Total Fee shall equal the Total Cost Plus Fee. The Teaming Subcontractor’s Total Cost Plus Fee shall align with the applicable Subcontract Cost in the Offeror’s Attachment L-6, Cost Detail Worksheets, “Estimating Flat File” tab.

(iii) Teaming Subcontractors shall provide the Labor Percent Adder in lieu of a Fringe Percent Adder in the “Sub Estimating Flat File” tab. The Labor Percent Adder values shall correspond to the subcontractor proposed values in the ‘Sub Proposed Labor Rate BU’ tab. See section (l)(6) of these cost instructions. For non-labor resource lines of data, the Labor Percent Adder value shall be “0.”

(iv) B&O tax shall be applied at the Teaming Subcontract level, and again at the Offeror’s level. The B&O tax for the Teaming Subcontractor shall be applied within the “Sub Estimating Flat File” tab, and the B&O tax for the Offeror shall be applied to the Teaming Subcontractor’s total cost (treated as a subcontract cost) in the “Estimating Flat File” tab.

L-7 Cost Summary Worksheets

(8) Cost Summary Worksheets, Proposed costs in Attachment L-7 shall reconcile to the values in the “Estimating Flat File” tab contained in Section L, Attachment L-6, Cost Detail Worksheets.

(9) “Cost Summary by Task Order WBS” tab – The Offeror shall provide direct costs by Task Order WBS for Task Order Level 1 through Task Order WBS Level 5; see Attachment J-17, “Task Order WBS.”
(10) "TO 1, TO 2, and TO 3 Cost Summary by Element" tabs – The Offeror shall provide direct costs by cost element for Task Orders 1, 2 and 3. The Offeror shall apply B&O tax to the total direct costs according to the provisions in paragraph (l)(5)(ii) of these cost instructions. The Offeror shall provide the Total Proposed Cost Excluding Fee by adding the total direct costs and the B&O tax cost together.

(m) All cost estimating data shall be provided by the Offeror in accordance with Section L, Attachment L-6, “Estimating Flat File” tab, and per instructions in paragraph (m)(4) Tasks Cost Worksheet Instructions. All cost estimating data shall be fully traceable between the detailed costs in the Estimating Flat File and the worksheets included in Section L, Attachments L-6, L-7 and the P6 schedule.

(1) Examples of the type of information that would provide traceability include V-Lookup formulas between the worksheets or formulas that sum detailed costs to a higher level within the worksheets.

(2) The Offeror and Teaming Subcontractors shall utilize the Task Order WBS structure provided in Attachment J-17, “Att. J-17 Task Order WBS” tab during the Offeror’s estimate development. The Offeror shall create a lower level structure to a minimum of level 6 for each Task Order WBS Level 5 listed in the table below. The Offeror shall provide the lower level Task Order WBS in each relevant BOE. The Offeror shall provide the Level 6 Task Order WBS in Attachment L-6, “Estimating Flat File” tab under the columns “Level 6 - Task Order WBS Number” and “Level 6 - Task Order WBS Description”.

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<th>Task Order WBS – Level 5</th>
<th>Task Order WBS – Level 5 Description</th>
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<tr>
<td>T.2.1.2.1</td>
<td>Readiness, commissioning and operation of retrieval systems</td>
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<td>Tank layup and stabilization</td>
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<td>Close Tank</td>
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### Task Order WBS – Level 5

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<td>Miscellaneous Core Functions (need to provide description for every function at the 6th Level)</td>
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(o) DOE or its cognizant audit entity may request additional supporting information for purposes of clarification in evaluating cost.

(p) The Offeror shall provide the location (address and telephone number and point of contact) of where documentation supporting Volume III is located. The Offeror shall provide the name, address, and telephone number of the cognizant Administrative Contracting Officer and the cognizant Defense Contract Audit Agency office, if any. Additionally, the Offeror shall provide the name, address, and telephone number of person(s) authorized to provide any clarifying information regarding the Volume III, Cost Proposal. If the Offeror is a joint venture, this information must be provided for each entity.
(g) Accounting System—The accounting system the Offeror shall utilize is part of the Business Management System (BMS). Refer to Section J, Attachment J-3.B, Service Number 51, Business Management Systems, for details.

(r) Responsibility Determination and Financial Capability: FAR 9.104-1(a), General Standards, requires that a prospective Offeror have adequate financial resources to perform the contract or the ability to obtain them in order to be determined responsible. It is the Offeror’s responsibility to demonstrate its financial capability to complete this contract.

(1) Information provided by the Offeror shall include, but is not limited to, the following:

(i) Financial Statements (audited, if available) and notes to the financial statements for the last three FYs (required for each member of the Offeror team arrangement if a teaming arrangement is used);

(ii) The last annual report for the parent corporation(s). In order to consider the financial or other resources of the parent corporation entity(ies) or other guarantors, each of those entities must be legally bound, jointly and severally if more than one, to provide the necessary resources to the prospective Offeror and assume all contractual obligations of the prospective Offeror;

(iii) Any available lines of credit;

(iv) State what percentage of the Offeror’s estimated total business a Contract award to the Offeror as a result of this solicitation will represent during the period of performance of such Contract for each parent corporation, based upon the percent ownership of the Offeror organization; and

(v) Describe the impact of this Contract on the Offeror’s organization and contingency, limitation, and conditions affecting the availability of financing for this Contract.

(2) Using the above information and other information, the Government will make a FAR Part 9 entitled, Contractor Qualifications, responsibility determination of the prospective awardee. The Government may request a financial capability review of each Offeror from an audit entity, as part of the Government’s consideration in making the responsibility determination.

(s) If the Offeror, to include the members of a teaming arrangement, as defined by FAR 9.601(1), are covered by Cost Accounting Standards (CAS), the entities shall provide the Disclosure Statement and a statement stating the current Disclosure Statement has been or has not been reviewed by the cognizant audit agency and if the Disclosure Statement has been approved. Additionally, the Offeror shall identify the cognizant Government audit agency or other Government agency that has formally approved the Disclosure Statement. The Offeror shall also identify whether the cognizant Government audit agency has issued any audit reports on the compliance with the CAS requirements and its disclosure statement, as well as the results of the audit(s).

(1) If an item contained within the solicitation requires the Offeror to modify its current disclosed practices, the Offeror shall provide the areas a change will be required and the suggested document and word changes.

(1) The Offeror shall not propose Government-Furnished Property for use during the performance of this Contract that is in addition to the Government Furnished Property List provided in the EMCCBC TCC Acquisition website’s Documents Library.
TANK CLOSURE CONTRACT – FINAL RFP
SOLICITATION NO. 89303319REM000044

SECTION L

(u) BOE Template – The Offeror shall fill in the template provided below for each 6th Level Task Order WBS according to the instructions in paragraph (i) of these instructions.

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WBS Dictionary Template – The Offeror shall fill in the template provided below for each 5th Level Task Order WBS according to the instructions in paragraph (g) of these instructions.

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Tank Closure Contract
Basis of Estimate

1.0 Detailed Scope/Technical Approach to Perform Scope of Work

Provide a list of activities for each lowest level proposal WBS in this scope of work. For each activity include a detailed description of proposed technical approach and how the activity supports the technical approach.

2.0 Estimate Basis and Methodology

2.1. Labor

- Describe in detail the basis for the resources that were estimated in order to implement the proposed technical approach.
- Describe the methods and processes utilized in the development of the Offeror’s estimate.

2.2. Non-Labor

- Provide the work scope associated with each non-labor cost. Include subcontractor name.
- Provide a basis for the development of non-labor resources.
- Describe the methods and processes utilized in the development of the Offeror’s non-labor costs if they differ from the methods and processes used in development of the labor costs.

2.3. Cost Assumptions

- List all DOE-Provided cost assumptions that were used in the development of this estimate (see L-8).
- List all Offeror-specific assumptions that were used in the development of this estimate.

2.4. Cost Exclusions

- Provide a clearly stated list of excluded items and the rationale for their exclusion (such as furnishings, equipment, finishes, landscaping, etc.).

3.0 Cost Reasonableness

Provide the basis for the reasonableness of the proposed costs/prices. Reasonableness basis can include but are not limited to: data on the prices at which the same or similar items have been sold previously, cost data to the extent necessary for the contracting officer to determine a fair and reasonable price; data that supports any changes in market conditions or economic conditions that were used in development of the estimate.
4.0 Factors and Other Related Information

Provide the basis for any factors used during that development of this estimate, including but not limited to productivity factors, locality factors, scrap and spoilage factors, and cost-capacity factors. Provide a narrative description of which activities and/or resources to which each factor is applied.

Provide any other related information that provides clarity and facilitates understanding of the Offeror’s and critical subcontractor’s proposed cost/price.

5.0 Sources of Estimate Information

- Provide a list of all sources of information including but not limited to: references, historical data, supporting data for allowances, factors, or other estimate values; models, model parameters, and model calibrations; backup data such as vendor quotes, contracting basis, overhead calculations, staffing plans, and bill of materials.
- Attach referenced sources of estimate information where applicable.
L.16 DOE-L-2014 Date, Time, and Place Offers are Due (Oct 2015)

All Offers required by this solicitation are due no later than at the date, time, and place identified on the Standard Form (SF 33), Solicitation, Offer and Award (See Section A, Block 9). Treatment of late submissions, modifications, and withdrawals are governed by the applicable provisions of the solicitation.

L.17 DOE-L-2016 Number of Awards (Oct 2015)

It is anticipated that there will be one award resulting from this solicitation. However, the Government reserves the right to make any number of awards, or no award, if it is considered to be in the Government’s best interest to do so.

L.18 DOE Contacts Regarding Future Employment

Offerors may contact incumbent Contractor employees about future employment except where prohibited by law. These contacts must take place outside the normal working hours of the employees.

L.19 DOE-L-2020 Small Business Set-Aside Information (Unrestricted)

This acquisition is unrestricted and contains no small business set-aside provisions.

L.20 DOE-L-2026 Service of Protest (Oct 2015)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the CO (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

George Champlain, Contracting Officer
Hanford U.S. Department of Energy
2430 Stevens Center Place, Suite 258
Richland, WA 99354

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) Another copy of a protest filed with the GAO shall be furnished to the following address within the time periods described in paragraph (b) of this provision:

U.S. Department of Energy
Assistant General Counsel for Procurement and Financial Assistance (GC-61)
1000 Independence Avenue S.W.,
Washington, DC 20585

Fax: (202) 586-4546

L.21 DOE-L-2027 Notice of Protest File Availability (Oct 2015)

(a) If a protest of this procurement is filed with the GAO in accordance with 4 CFR part 21, any actual or prospective Offeror may request DOE to provide it with reasonable access to the protest file pursuant to 48 CFR 33.104(a)(3)(ii), implementing section 1605 of Public Law 103-355. Such request must be in writing and addressed to the CO for this procurement.
(b) Any Offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective Offerors in accordance with the requirements of 48 CFR 33.104(a)(3)(i). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, Offerors shall mark any documents as to which they would assert that an exemption applies. (See 10 CFR Part 1004.)


Protests to the agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. DOE’s agency protest procedures, set forth at 48 CFR 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the Department. The Department encourages potential protestors to discuss their concerns with the CO prior to filing a protest.

L.23 FAR 52.225-10, Notice of Buy American Requirement – Construction Materials (May 2014)

(a) Definitions. “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American—Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An Offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the CO in time to allow a determination before submission of offers. The Offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an Offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the Offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an Offeror that requested the substitution of foreign construction material based on unreasonable cost and an Offeror that did not request an exception, the CO will award to the Offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the Offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the Offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the Offeror shall be required to furnish such domestic construction material. An offer based on the use of the foreign construction material for which an exception was requested:

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

L.24 FAR 52.225-12, Notice of Buy American Requirement – Construction Materials Under Trade Agreements (May 2014)

(a) Definitions. “Construction material,” “designated country construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause 52.225-11 of this solicitation entitled, “Buy American Act - Construction Materials Under Trade Agreements (DOE Deviation) (FEB 2008).”

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11, Buy American Construction Materials Under Trade Agreements in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offerer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of clause 52.225-11, for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of clause 52.225-11, does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall
be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested:

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

L.25 List of Section L Attachments

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<td>Attachment L-16</td>
<td>WBS Dictionaries for Task Order 3 – Efficient Base Operations</td>
</tr>
<tr>
<td>Attachment L-17</td>
<td>WBS Dictionaries for Task Order 3 – Supplemental Information</td>
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Deleted: Task Order
Deleted: SST
Deleted: Task Order
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Deleted: Task Order (initial Task Order)
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Deleted: 4, Low-Level Waste Feed
Deleted: Remediation of SSTs Task Order

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Performance Guarantee Agreement

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract [TBD] for the (Contract) dated [TBD], by and between the Government and ___________________________ (Contractor), the undersigned, ___________________________ (Guarantor), a corporation incorporated in the State of __________________ with its principal place of business _____________________________ hereby unconditionally guarantees to the Government:

(a) The full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the contract; and

(b) The full and prompt payment and performance by Contractor of all obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the contract, and

(c) Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the contract, in the event of a default by Contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of: (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt; or (iii) the assertion by the Government against the Contractor of any of the Government’s rights and remedies provided for under the contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government...
any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of:

(i) The reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or

(ii) The institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor’s Articles of Organization, Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor’s Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on

____________________________________________________
Date

Name of Corporation

____________________________________________________
Name and Position of Official Executing Performance Guarantee Agreement on Behalf of Guarantor

____________________________________________________
Attestation Including Application of Seal by an Official of Guarantor Authorized to Affix Corporate Seal
Attachment L-2

Key Personnel Standard Resume Format

(Resume must not exceed four (4) pages in length for each key personnel.)

Note: The Offeror may amend the format for Attachment L-2, Key Personnel Standard Resume Format, as long as the exact information, font and size (per DOE-L-2001), and page limitations are followed.

Name of Key Person:
Name of Offeror:
Proposed Position with Offeror:
Availability Date and Period of Commitment: (Insert [month/date/year] for availability date; period of commitment shall be reflected from date of contract award forward).
Name of Company with whom key person will be Employed:
Level of Security Clearance (or ability to obtain necessary clearance):
Country of Citizenship:

Duties and Responsibilities in Proposed Position:

Relevant Experience: (Starting with current position and working backwards: Identify name and address of employer, contract title, dates of employment, position titles, specified duties and responsibilities, and name, title and phone number of supervisor. Address specific information on the, relevant experience in performing work similar to the work to be performed in their proposed position, including leadership and other accomplishments, with emphasis on operations and completion type work. Describe how work experience relates to the solicitation and capability to function effectively in the proposed team position. Describe record of past success and accomplishments in performing work of similar scope to that required for the proposed position, with emphasis on operations and completion type work. Additionally, the following elements may be described: (i) Demonstrated change agent; (ii) Demonstrated recent growth in position; (iii) Recent experience in direct project execution; (iv) Experienced at formal partnering with client with demonstrated project execution and performance improvement; (v) Experienced in developing innovative approaches and their implementation; (vi) Experienced in incentive-based contracting; (vii) Experienced in employee incentive program design and implementation; (viii) Balance of commercial and public operational experience; and (ix) Experienced in successful regulatory interactions and reform.

Education, specialized training, and certifications that support the individual’s qualifications and suitability for the proposed position: (Provide degree(s) earned, discipline(s), year(s) degree(s) attained, and institution(s); if degree is incomplete, identify the number of hours earned towards degree).
Three References

(Name, title, company/organization, address, phone number, and e-mail address [current and at least two (2) previous employers or positions].)

Letter of Commitment: (A signed letter of commitment should be attached to each resume; use the letter of commitment format specified in Section L.12(c). Page limits for resumes do not include letters of commitment.)
### Attachment L-3

**Past Performance Reference Information Form**

(Completed Form limited to **nine** pages per reference contract. If the reference contract is/was a subcontract to a prime contract, the information contained within **this L-3 form** shall only pertain to the subcontract information.)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>1. Name and DUNS # of Offeror Submitting Proposal:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>2. Name and DUNS # of Company for which L-3 Form is being submitted:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>3. Name of Reference Contract Client (e.g., Government Agency or Prime Contractor):</strong></td>
<td></td>
</tr>
<tr>
<td><strong>4. Name and DUNS # of Entity Reference Contract Was Awarded To:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>5. Reference Contract Number:</strong></td>
<td><strong>Reference Contract Title:</strong></td>
</tr>
<tr>
<td><strong>6. Reference Contract Available in CPARS (i.e., Yes/No):</strong></td>
<td></td>
</tr>
<tr>
<td><strong>7. Reference Contract Client Point of Contact:</strong></td>
<td></td>
</tr>
<tr>
<td><em>The reference point of contact must include the Contracting Officer (CO) (or equivalent), and may also include the Project Director or CO’s Representative (or equivalents).</em></td>
<td>Name:</td>
</tr>
<tr>
<td></td>
<td>Title:</td>
</tr>
<tr>
<td></td>
<td>Telephone:</td>
</tr>
<tr>
<td></td>
<td>Email:</td>
</tr>
<tr>
<td></td>
<td>Address:</td>
</tr>
<tr>
<td><strong>8. Reference Contract Period of Performance:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>9. Reference Contract Start Date:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>10. Reference Contract Completion/Termination Date:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>11. Reference Contract Type (e.g., Fixed Price, Time and Materials, Cost Plus Fixed Fee, Cost Plus Incentive Fee, Cost Plus Award Fee, etc.):</strong></td>
<td></td>
</tr>
<tr>
<td><strong>12. Reference Contract Total Value and Approximate Average Annual Value (separately list fee if cost-type):</strong></td>
<td></td>
</tr>
<tr>
<td><strong>13. Reference Contract Value Performed To Date (Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment; Date = Request for Proposal release date):</strong></td>
<td></td>
</tr>
</tbody>
</table>

L-52
14. Portion (%) of work Company (identified in #2) is proposed to perform on Tank Closure Contract (TCC);.

15. Scope Company (identified in #2) is proposed to perform on TCC. List applicable Performance Work Statement elements:

16. Scope Company (identified in #4) performed on Reference Contract:

17. Complexity Company (identified in #2) is proposed to perform on TCC:

18. Complexity of work Company (identified in #4) performed on Reference Contract:

19. Describe any recognized accomplishments the company identified in #4 has received on the reference Contract:

20. Provide information on challenges/problems encountered on the Reference Contract and actions taken by the company identified in #4 to resolve these matters:

21. Safety statistics: provide Days Away, Restricted or Transferred and Total Recordable Case rates and hours worked for the company (identified in #4) on the Reference Contract by Government Fiscal Year completed within the last 4 years from the original solicitation issuance date:

22. For the Reference Contract, identify any DOE enforcement actions and/or worker safety and health, nuclear safety, and/or classified information security incidents or notifications posted to the DOE Office of Enterprise Assessments website (https://energy.gov/ea/information-center/enforcement-infocenter) within the last FOUR (4) years from the original solicitation issuance date and corrective actions taken to resolve those problems:

23. For the Reference Contract, demonstrate actual prior innovations, work performance improvements, cost efficiencies, and successful partnerships with the Government, Client, and Regulators.

Note: The Offeror may amend the format for Attachment L-3, Past Performance Reference Information Form, as long as the exact information, font and size (per DOE-L-2001), and page limitations are followed. Also, the information contained in the Offeror’s submitted L-3 forms shall be consistent with the information contained in other sections of the Volume II proposal.
Past Performance Cover Letter and Questionnaire

Dear “Client”:

We are currently responding to the U.S. Department of Energy (DOE) Request for Proposals No. 89303319REM000044 Tank Closure Contract (TCC) at the Hanford Site in Richland, WA.

The solicitation places emphasis on past performance as a source selection factor. In addition to requesting the attached Questionnaire be completed, the Government is requiring that clients of entities responding to the solicitation be identified and their participation in the evaluation process be requested. In the event you are contacted for information by the Government on work we have performed, you are hereby authorized to respond to those inquiries.

We are asking for your assistance in completing the attached questionnaire and forwarding to the DOE to aid in its evaluation of our past performance.

Please return the completed questionnaire within ten (10) calendar days.

YOU ARE HIGHLY ENCOURAGED TO SCAN AND EMAIL THE QUESTIONNAIRE TO THE EMAIL ADDRESS PROVIDED BELOW:

   Email Address: TCC@emcbc.doe.gov

If you are unable to scan and email a copy, it can be mailed to the following address:

   U.S. Department of Energy
   Attention: George Champlain, Contracting Officer, Hanford
   Address: 2430 Stevens Center Place, Suite 258
   City/State/Zip: Richland, WA 99354

If mailing, please mark the envelope:

   “SOURCE SELECTION INFORMATION - SEE FAR 3.104” “TO BE OPENED ONLY BY THE CONTRACTING OFFICER”
Past Performance Questionnaire

A. Referenced Contract and Client Information

<table>
<thead>
<tr>
<th>Name of Company Being Evaluated:</th>
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</thead>
<tbody>
<tr>
<td>Contract Number and Title Being Evaluated:</td>
</tr>
<tr>
<td>Assessment Period for which Past Performance Questionnaire covers Company's performance:</td>
</tr>
<tr>
<td>Evaluator’s Name:</td>
</tr>
<tr>
<td>Evaluator’s Address:</td>
</tr>
<tr>
<td>Evaluator’s Phone &amp; Email:</td>
</tr>
<tr>
<td>Evaluator’s Organization:</td>
</tr>
<tr>
<td>Evaluator’s role in the management of the contract*:</td>
</tr>
</tbody>
</table>

*The reference point of contact completing and submitting the questionnaire must be the appropriate contract client reference within the Program Office/Project Office and/or the Contracting Office. Only one questionnaire should be submitted per contract reflecting a coordinated response.

B. Rating Scale and Definitions

<table>
<thead>
<tr>
<th>Rating</th>
<th>Definition</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exceptional</td>
<td>Performance meets contractual requirements and exceeds many to the Client’s benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the Contractor were highly effective.</td>
<td>To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Client. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been no significant problems identified.</td>
</tr>
<tr>
<td>Very Good</td>
<td>Performance meets contractual requirements and exceeds some to the Client’s benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the Contractor were effective.</td>
<td>To justify a Very Good rating, identify a significant event and state how it was a benefit to the Client. There should have been no significant problems identified.</td>
</tr>
</tbody>
</table>
Rating Scale and Definitions

<table>
<thead>
<tr>
<th>Rating</th>
<th>Definition</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Satisfactory</td>
<td>Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory.</td>
<td>To justify a Satisfactory rating, there should have been only minor problems, or major problems the Contractor recovered from without impact to the contract/order. There should have been NO significant problems identified. Note: The Contractor should not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.</td>
</tr>
<tr>
<td>Marginal</td>
<td>Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the Contractor has not yet identified corrective actions. The Contractor’s proposed actions appear only marginally effective or were not fully implemented.</td>
<td>To justify Marginal performance, identify a significant event in each category that the Contractor had trouble overcoming and state how it impacted the Client. A Marginal rating should be supported by referencing the management tool that notified the Contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).</td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the Contractor’s corrective actions appear or were ineffective.</td>
<td>To justify an Unsatisfactory rating, identify multiple significant events in each category that the Contractor had trouble overcoming and state how it impacted the Client. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the Contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).</td>
</tr>
</tbody>
</table>

C. Assessment Areas

Please provide explanatory narratives to support your ratings.

1. Quality of Product or Service

Example: How well did the Contractor provide services that met the terms of the contract? How technically accurate were the Contractor deliverables? What was the quality level of the Contractor deliverables? How well did the Contractor perform the contract services in a safe manner?

<table>
<thead>
<tr>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
<th>Unsatisfactory</th>
<th>Not Applicable</th>
<th>Do Not Know</th>
</tr>
</thead>
</table>

Supporting Narrative:

L-56
2. Schedule Compliance

Example: How well did the Contractor provide timely services in accordance with contract schedules? How well did the Contractor take measures to minimize delays that were within its control?

<p>| | | | | | |</p>
<table>
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</thead>
<tbody>
<tr>
<td>Exceptional</td>
<td>Very Good</td>
<td>Satisfactory</td>
<td>Marginal</td>
<td>Unsatisfactory</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>

Supporting Narrative:

3. Cost Control

Example: How well did the Contractor control its costs?

<p>| | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Exceptional</td>
<td>Very Good</td>
<td>Satisfactory</td>
<td>Marginal</td>
<td>Unsatisfactory</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>

Supporting Narrative:

4. Business Relations

Example: How well did the Contractor interface with you to address requests, complaints, and inquiries? If given the choice, would you select this Contractor again to perform your required services?

<p>| | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Exceptional</td>
<td>Very Good</td>
<td>Satisfactory</td>
<td>Marginal</td>
<td>Unsatisfactory</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>

Supporting Narrative:
5. **Management of Key Personnel/Staffing**

Example: How well did the Contractor allocate the appropriate personnel resources to meet customer needs? How well did the Contractor provide staff on short notice for quick turnaround of personnel?

<table>
<thead>
<tr>
<th>O</th>
<th>O</th>
<th>O</th>
<th>O</th>
<th>O</th>
<th>O</th>
<th>O</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exceptional</td>
<td>Very Good</td>
<td>Satisfactory</td>
<td>Marginal</td>
<td>Unsatisfactory</td>
<td>Not Applicable</td>
<td>Do Not Know</td>
</tr>
</tbody>
</table>

Supporting Narrative:

6. **Utilization of Small Business**

Example: How well did the Contractor allocate subcontracting opportunities to small businesses?

<table>
<thead>
<tr>
<th>O</th>
<th>O</th>
<th>O</th>
<th>O</th>
<th>O</th>
<th>O</th>
<th>O</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exceptional</td>
<td>Very Good</td>
<td>Satisfactory</td>
<td>Marginal</td>
<td>Unsatisfactory</td>
<td>Not Applicable</td>
<td>Do Not Know</td>
</tr>
</tbody>
</table>

Supporting Narrative:

7. **Regulatory Compliance**

Example: How well did the Contractor comply with all terms and conditions in the contract relating to applicable regulations and codes considering compliance with financial, environmental, safety, and labor regulations as well as any other reporting requirements.

<table>
<thead>
<tr>
<th>O</th>
<th>O</th>
<th>O</th>
<th>O</th>
<th>O</th>
<th>O</th>
<th>O</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exceptional</td>
<td>Very Good</td>
<td>Satisfactory</td>
<td>Marginal</td>
<td>Unsatisfactory</td>
<td>Not Applicable</td>
<td>Do Not Know</td>
</tr>
</tbody>
</table>

Supporting Narrative:
We greatly appreciate your time and assistance in completing this questionnaire.

Additional Comments:

__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

L-59
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## Attachment L-5

### List of Contracts Terminated for Default

<table>
<thead>
<tr>
<th>Client Name</th>
<th>Contract No.</th>
<th>Client Point of Contact (POC)</th>
<th>POC Information (address, phone no., email address)</th>
<th>Performance Period</th>
<th>Reason for Termination</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** Information shall only be provided for contracts terminated within the preceding 4 years from the date of the original solicitation issuance date. Additionally, explanatory information may be provided below the table for each contract terminated for default, along with a brief description of the work. If the Offeror does not have any contracts/projects to report, a blank form shall be submitted stating such.
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Attachment L-6

Cost Detail Worksheets

See separate file.
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Attachment L-7

Cost Summary Worksheets

See separate file.
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Attachment L-8

Cost Assumptions

See separate file.
Attachment L-9

Reserved
Instructions: The Offeror, to include all members of a teaming arrangement, as defined in Federal Acquisition Regulation (FAR) 9.601(1) and teaming subcontractors, shall provide a listing of all U.S. Department of Energy (DOE) prime contracts (including National Nuclear Security Administration) currently being performed and/or for contracts that were completed within the last 4 years from the original solicitation issuance date. If the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), or teaming subcontractors provided past performance information on predecessor companies that existed prior to any mergers or acquisitions, the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), or teaming subcontractor(s) shall also provide a list of DOE contracts for the predecessor companies. This includes contracts for which the Offeror and/or teaming subcontractor was a member organization in a joint venture, Limited Liability Company, or other similar entity as a prime Contractor to DOE. The below information should be provided for whom the DOE prime contract was awarded to, rather than a proposing entity under this solicitation.

| a. Prime Contract Number: |  |  |  |  |  |
| b. Contract Title: |  |  |  |  |  |
| c. Prime Contractor Name: |  |  |  |  |  |
| d. Prime Contractor DUNS Number: |  |  |  |  |  |
| e. Period of Performance: |  |  |  |  |  |
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Attachment L-11

Task Order 1 - Transition

See separate file.
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Attachment L-12

Sample Task Order 2 – Single-Shell Tank Retrieval and Closure

See separate file.
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Attachment L-13

Task Order 3 – Efficient Base Operations

See separate file.
Part IV – Representations and Instructions

Section M

Evaluation Factors for Award
Contents

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M.5. Evaluation Factor – Cost and Fee ................................................................................ M-6
M.7. DOE-M-2012 Basis for Award (Oct 2015) ................................................................... M-7
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(a) Conduct of acquisition.

(1) This acquisition will be conducted pursuant to the Federal Acquisition Regulation (FAR), Part 15 entitled, Contracting by Negotiation; Department of Energy Acquisition Regulation (DEAR), Part 915 entitled, Contracting by Negotiation; and the provisions of this solicitation.

(2) U.S. Department of Energy (DOE) has established a Source Evaluation Board (SEB) to evaluate the proposals submitted by Offerors in response to this solicitation. Proposal evaluation is an assessment of the proposal and the Offeror’s ability to perform the prospective contract successfully. Proposals will be evaluated solely on the factors specified in the solicitation against the evaluation factors in this Section M to determine the Offeror’s ability to perform the contract.

(3) The designated source selection authority will select an Offeror for contract award whose proposal represents the best value to the Government. The source selection authority’s decision will be based on a comparative assessment of proposals against all evaluation factors in the solicitation. The source selection authority may reject all proposals received in response to this solicitation, if doing so is in the best interest of the Government.

(b) Deficiency in proposal.

(1) A deficiency, as defined at FAR 15.001 entitled, Definitions, is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. No award will be made to an Offeror whose proposal is determined to be deficient.

(2) A proposal will be eliminated from further consideration before completing the Government’s evaluation if the proposal is deficient as to be unacceptable on its face. Deficiencies may include any exceptions or deviations to the terms of the solicitation. A proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the material requirements of the solicitation, or if it does not substantially and materially comply with the proposal preparation instructions of this solicitation. Cursory responses or responses which merely repeat or reformulate the Master Indefinite Delivery/Indefinite Quantity (IDIQ) Performance Work Statement (PWS) and/or Task Orders will not be considered responsive to the requirements of the solicitation. In the event that a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.

(c) Responsibility. In accordance with FAR Subpart 9.1 entitled, Responsible Prospective Contractors, and DEAR Subpart 909.1 entitled, Responsible Prospective Contractors, the Procuring Contracting Officer (PCO) is required to make an affirmative determination of whether a prospective contractor is responsible. The PCO may, if necessary, conduct a preaward survey of the prospective contractor as part of the considerations in determining responsibility. In the absence of information clearly indicating that the otherwise successful Offeror is responsible, the PCO will make a determination of nonresponsibility and no award will be made to that Offeror; unless, the apparent successful Offeror is a small business and the Small Business Administration issues a Certificate of Competency in accordance with FAR Subpart 19.6 entitled, Certificates of Competency and Determinations of Responsibility.

(d) Award without discussions. In accordance with paragraph (f)(4) of the provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition, the Government intends to evaluate proposals and award a contract without conducting discussions with Offerors. Therefore, the Offeror’s initial
M.2.  Evaluation Factor – Key Personnel

(a) Key personnel. DOE will evaluate the proposed Program Manager and other proposed key personnel along with the Offeror’s rationale for the proposed non-required key personnel and why they are essential to the successful performance of the entire Master IDIQ PWS. DOE will evaluate the Key Personnel team make-up that demonstrates the nine elements in paragraph (b)(1), below. DOE will evaluate the proposed key personnel authority level and the extent to which each key personnel position will have access to corporate resources. DOE’s evaluation of the Program Manager will be the most important aspect of the evaluation of key personnel.

Failure of the Offeror to propose the required key personnel position or to confirm the availability of all key personnel as being assigned to the Contract full-time and that their permanent duty station is located on the Hanford Site, or within the Tri-Cities and local surrounding area, will adversely affect the Government’s evaluation of the proposal and may make the proposal ineligible for award.

Note: DOE will evaluate all proposed key personnel; however, a higher number of proposed key persons will not be inherently evaluated more favorably than a lesser number of proposed key persons, as the proposed key personnel and the key personnel team will be evaluated based on the evaluation criteria in this Section.

(b) Resume. The individuals proposed as key personnel will be evaluated, both individually and collectively, on the degree to which they are qualified and suitable for the proposed position in relation to the work for which they are proposed to perform and areas of responsibility. The qualifications and suitability of the individual key personnel and the key personnel team will be evaluated on the following:

(1) Experience. The Key Personnel will be evaluated on their relevant experience in performing work similar to the work to be performed in their proposed position, including leadership and other accomplishments, with emphasis on operations and completion type work. Additionally, the SEB will consider the following nine elements for the overall Key Personnel team collectively: (i) Experience in promoting and enabling change within an organization; (ii) Demonstrated professional career progression within the last 5 years; (iii) Recent experience in direct facility operations; (iv) Experienced at partnering with client(s) that achieved measurable performance improvement; (v) Experienced in developing innovative approaches and their implementation; (vi) Experienced in incentive-based contracting; (vii) Experienced in employee incentive program design and implementation; (viii) Experience in commercial and public projects facility operations; and (ix) Experienced in successful regulatory interactions and reform While each
Key Person may not necessarily possess each of the nine elements, the Key Personnel team as a whole shall demonstrate each of the elements.

(2) Education. The Key Personnel will be evaluated on their education, specialized training, certifications, and licenses.

(3) DOE may contact any or all of the references of key personnel and previous employers to verify the accuracy of the information contained in the resume and to further assess the qualifications and suitability of proposed key personnel.

(c) Failure of the Offeror to provide a letter of commitment for each Key Person will adversely affect the Government’s evaluation of the proposal.

(d) Oral problem scenarios – key personnel. The Offeror’s Key Personnel, as a team, will be evaluated on their problem-solving ability, as demonstrated during their preparation for and presentation of the response to the problem-solving scenarios. The Key Personnel will be evaluated on their demonstrated leadership, teamwork, communications, knowledge of the Master IDIQ PWS, and problem-solving capabilities (both individually and as a team). The Program Manager will be evaluated individually also on his/her leadership and effective utilization of the Key Personnel team during the problem-solving scenarios.

(e) Oral interview – Program Manager. The Offeror’s Program Manager will be evaluated for qualifications and suitability, including leadership capability for the proposed position as demonstrated during the oral interview.


(Oct 2015) [Revised]

(a) Technical Approach Element – Sample Task Order 2 – Single-Shell Tank Retrieval and Closure: DOE will evaluate the Offeror’s technical approach to achieve the Sample Task Order 2 – Single-Shell Tank Retrieval and Closure, including the specified performance measures and completion criteria. DOE will evaluate the viability of the technical approach (including previous successful implementation of proposed initiatives), effectiveness, and expected impacts (e.g., deferral or acceleration of work) to include risk and risk mitigation of the Offeror’s technical approach to the Hanford Site.

(b) Technical Approach Element – Task Order 3 – Efficient Base Operations: DOE will evaluate the Offeror’s technical approach to achieve Task Order 3 – Efficient Base Operations. The DOE will evaluate the Offeror’s technical approach to achieve Master IDIQ PWS Section 2.1.1, Tank Closure Mission Strategy. DOE will evaluate the viability of the technical approach (including previous successful implementation of proposed initiatives), effectiveness, and expected impacts to include risk and risk mitigation of the Offeror’s technical approach to the Hanford Site.

(c) Management Approach Element: The Offeror shall fully describe its management approach and organizational structure to effectively manage, implement, and execute multiple task orders; to interface and collaborate with Other Hanford Contractors; and, to partner with DOE and the regulators to achieve the Tank Closure Mission.

(d) Contractor Human Resource Management: DOE will evaluate the Offeror’s understanding and approach to the following Contractor Human Resource Management activities:

1. Management and administration of pension and benefit plans as described in Section H Clause entitled, DOE-H-2001, Employee Compensation: Pay and Benefits (Oct 2014); and

(a) Offeror. The Offeror, to include all members of a teeming arrangement, as defined in FAR 9.601(1), will be evaluated on the recency, relevancy, and favorability of the past performance information obtained for the Offeror performing work similar in scope, size, and complexity to the requirements of the Master IDIQ PWS to assess the Offeror’s potential success in performing the work required by the Contract. Similar scope, size, and complexity are defined as follows: scope – type of work (e.g., work as identified in the Master IDIQ PWS); size – dollar value (approximate average annual value) and contract Period of Performance; and complexity – performance challenges (e.g., overcoming barriers for completion/closure-type projects to safely accelerate work scope). Additionally, the general trends in contractor performance will be considered in the evaluation.

DOE will evaluate past performance information for contracts that are currently being performed or have been completed within the last 4 years from the original solicitation issuance date.

DOE will evaluate demonstrated, actual integrated operations and prior innovations, work performance improvements, cost efficiencies, and successful partnerships with the Government, Client, and Regulators.

The Government will not apportion the favorability of past performance differently amongst the members of a Contractor’s Teaming Arrangement, as defined in FAR 9.601(1), on a past performance contract, as each entity is considered to be responsible for overall performance of the ongoing or prior contract. All partner companies on past performance contracts will be equally credited (positively and negatively) for past performance with regard to favorability. However, relevancy determinations on a past performance contract may differ depending upon what scope each entity is proposed to perform.

(b) Teaming Subcontractors. The Offeror’s proposed Teaming Subcontractors, as defined in Section L.8(a)(2), will be evaluated on the recency, relevancy, and favorability of the past performance information obtained for the Teaming Subcontractor performing work similar in scope, size, and complexity to that proposed to be performed by that Teaming Subcontractor. DOE will evaluate past performance information for contracts that are currently being performed or have been completed within the last 4 years from the original solicitation issuance date.

(c) Newly formed entity and predecessor companies. The evaluation of past performance for the Offeror, newly formed entity within the last 4 years from the original solicitation issuance date, and predecessor companies.

As part of its approach to (2) above, DOE will evaluate the Offeror’s understanding of the Service Contract Labor Standards (as enacted in the Service Contract Act), in particular, Section 4(c), currently codified at 41 USC Chapter 67, and how it affects a Union represented workforce.

(e) Integrated Schedule: DOE will evaluate the Offeror’s Primavera P6 (P6) integrated resource-loaded schedule that identifies the time phasing of work for Task Order 1 – Transition Task Order, Sample Task Order 2 – SST Retrieval and Closure, and the activities necessary to achieve the two Task Orders (down to the Work Package Level). DOE will evaluate the Offeror’s S-curves from P6, identifying their resource usage profile and Full Time Equivalents, DOE’s evaluation will consider whether the integrated schedule includes all work specified in Task Order 1 – Transition, and Sample Task Order 2 – SST Retrieval and Closure, and is consistent with the proposed technical approach, and contains the constraints identified in Section L. Attachment L-8, Cost Assumptions.

(f) Subcontracting Approach: DOE will evaluate the Offeror’s approach to meet or exceed the small business subcontracting requirement defined in the Section H Clause entitled, Subcontracted Work, for the entire Master IDIQ PWS.
(d) Work to be performed, DOE will evaluate the Offeror and all members of a teaming arrangement, as defined in FAR 9.601(1), and any Teaming Subcontractors in accordance with the work each entity is proposed to perform to cover the work scope described in the Master IDIQ PWS. The resulting rating will consider whether the Offeror’s team as a whole (including Teaming Subcontractors) have demonstrated relevancy to all Master IDIQ PWS requirements. The recency and relevancy of the information and general trends in contractor performance will be considered in the evaluation. The higher the degree of relevance of the work, the greater the consideration that may be given. Additionally, more recent relevant past performance information may be given greater consideration.

(e) No record of past performance. If the Offeror or Teaming Subcontractor(s) do not have a record of relevant past performance or if information is not available, the Offeror or Teaming Subcontractor(s) will be evaluated neither favorably nor unfavorably.

(f) Performance information. The Offeror will be evaluated on challenges and problems encountered during performance of the provided reference contracts, the actions taken by the Offeror to address these matters, and the effect the actions had on the performance of the contract. In addition, any recognized accomplishments the Offeror has received on the reference contracts will be considered. The Offeror will also be evaluated on safety statistics (Occupational Safety and Health Administration: Days Away, Restricted or Transferred; and Total Recordable Case) and DOE enforcement actions, and/or worker safety and health, nuclear safety, and/or classified information security incidents or notifications posted to the DOE Office of Enterprise Assessments website (https://energy.gov/ea/information-center/enforcement-infocenter), and corrective actions taken to resolve those problems. The Government will only evaluate past performance information for work it considers at least somewhat relevant to the acquisition in terms of similar in scope, size, and complexity, as defined above in paragraph (a), and within the timeframe specified, as defined above in paragraph (a).

(g) Terminated contracts. The Government will consider contracts of the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and Teaming Subcontractors that were terminated for default, including the reasons therefore, over the preceding 4 years from the solicitation issuance date. The Government will only evaluate past performance information on work determined to be at least somewhat relevant to the acquisition in terms of similar in scope, size, and complexity, as defined above in paragraph (a).

(h) Sources of past performance information. The Government will consider past performance information provided by the Offeror and may consider other available information. The Government may contact any or all of the references provided by the Offeror and will consider such information obtained in its evaluation. The Government may also consider past performance information from sources other than those provided by the Offeror, such as commercial and government clients, government records, regulatory agencies, and government databases, such as the Government’s Contractor Performance Assessment Reporting System. The Government will only evaluate past
performance information for work it considers at least somewhat relevant to the acquisition in terms of similar in scope, size, and complexity, as defined above in paragraph (a), and within the timeframe specified, as defined above in paragraph (a).

Note: DOE contracts are not necessarily evaluated with more relevance than non-DOE contracts, based on the sole fact that it was work for DOE. The evaluation of relevancy is based on the factors listed above.

(i) List of DOE contracts. The Government will consider the information provided per Section L, Attachment L-10, List of DOE Contracts, of all DOE prime contracts (including National Nuclear Security Administration) currently being performed and/or for contracts that were completed within the last 4 years from the original solicitation issuance date. The Government will only evaluate past performance information on work determined to be at least somewhat relevant to the acquisition in terms of similar in scope, size, and complexity, as defined above in paragraph (a).

M.5. Evaluation Factor – Cost and Fee

The Cost and Fee Proposal will not be adjectively rated or point scored, but it will be considered in the overall evaluation of proposals in determining the best value to the Government.

DOE will evaluate the Offeror’s cost proposal for realism. The evaluation of cost realism includes an analysis of specific elements of the Offeror’s proposed cost to determine whether the proposed estimated cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the methods of performance and materials described in the Offeror’s Technical Proposal. Based on its review, DOE will determine a probable cost to the Government, as prescribed by FAR 15.404-1(d). The burden of proof for cost credibility and realism rests with the Offeror.

The total evaluated price will be calculated by combining: the probable cost for Task Order 1 – Transition, probable cost for Sample Task Order 2 – Single-Shell Tank Retrieval and Closure, probable cost for Task Order 3 – Efficient Base Operations, and the adjusted fee for Sample Task Order 2 and Task Order 3. Fee adjustments will be made to Sample Task Order 2 and Task Order 3 based on the probable cost of those tasks and will be based on the fee proposed including the 70/30 (Government/Offeror) split for cost incentives.

DOE will also perform a technical analysis of the Cost and Fee Proposal and consider this analysis in the evaluation of Volume II, Technical and Management Proposal, and as part of the evaluation of Volume III, Cost and Fee Proposal. As part of the technical analysis of the Cost and Fee Proposal, DOE will evaluate traceability between proposal volumes, errors and omissions in the Volume III proposal, and other problem areas in the Volume III proposal.

Task Order 1 – Transition (Cost Reimbursement, no fee): DOE will perform a cost realism evaluation of Offeror’s proposed cost to determine the probable cost.

Sample Task Order 2 – Single-Shell Tank Retrieval and Closure (Cost-Plus-Incentive-Fee): DOE will perform a cost realism of Offeror’s proposed cost and fee to determine the probable cost/price. The evaluated price for this Task Order will equal the probable cost plus the proposed fee. Any probable cost adjustment(s), upward or downward, will result in modifications to the Offeror’s fee accordingly.

Task Order 3 – Efficient Base Operations (Cost-Plus-Incentive-Fee): DOE will perform a cost realism of Offeror’s proposed cost and fee to determine the probable cost/price. The evaluated price for this Task Order will equal the probable cost plus the proposed fee. Any probable cost adjustment(s), upward or downward, will result in modifications to the Offeror’s fee accordingly.
DOE will evaluate the Offeror’s proposal for price reasonableness. An unreasonable, unrealistic, or incomplete Cost and Fee Proposal may be evidence of the Offeror’s lack of an understanding of, or poor understanding of, the requirements of the Master IDIQ PWS and Task Orders and thus may adversely affect the rating under the appropriate criterion of the Offeror’s Volume II, Technical and Management Proposal. Inconsistencies between the Cost and Fee Proposal and the Technical and Management Proposal may indicate a poor understanding of the PWS and Task Order(s) requirements and may negatively impact an Offeror’s evaluation and appropriate criterion rating of the Offeror’s Volume II, Technical and Management Proposal.


(a) The relative importance of the evaluation factors for the Technical and Management Proposal (Volume II) are below:

1. Key Personnel;
2. Technical and Management Approach; and

Key Personnel is more important than Technical and Management Approach. Technical and Management Approach is more important than Past Performance.

(b) The evaluation factors for the Technical and Management Proposal (Volume II), when combined, are significantly more important than the total evaluated price (Volume III). Each evaluation factor applicable to this solicitation is identified and described in this and other provisions of this Section M. The descriptive elements of each evaluation factor will be considered collectively in arriving at the evaluated rating of the Offeror’s proposal for that evaluation factor. Areas within an evaluation factor are not sub-factors and will not be individually rated, but will be considered in the overall evaluation for that particular evaluation factor.

M.7. DOE-M-2012 Basis for Award (Oct 2015)

The Government intends to award one contract to the responsible Offeror whose proposal is determined to be the best value to the Government. Selection of the best value to the Government will be achieved through a process of evaluating each Offeror’s proposal against the evaluation factors described above. The evaluation factors for the Technical and Management Proposal will be adjectivally rated. The Cost/Price evaluation factor will not be rated, however, the evaluated price will be used in determining the “best value” to the Government. The Government is more concerned with obtaining a superior Technical and Management Proposal than making an award at the lowest evaluated price. However, the Government will not make an award at a price premium it considers disproportionate to the benefits associated with the evaluated superiority of one Offeror’s Technical and Management Proposal over another. Thus, to the extent that Offerors’ Technical and Management Proposals are evaluated as close or similar in merit, the evaluated price is more likely to be a determining factor in selection for award.
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Task Order 1 - Transition
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Section B - Supplies or Services and Prices/Costs

This Task Order shall be performed under Contract Line Item Number (CLIN) 00001 of the Tank Closure Contract (TCC) Master Indefinite Delivery/Indefinite Quantity (IDIQ) Contract (herein referred to as the Master IDIQ Contract). Section B of the Master IDIQ Contract is incorporated by reference.

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

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

B.2 DOE-B-2004 Cost-No-Fee Task Order: Total Estimated Cost (OCT 2014)

(a) This is a Cost-No Fee Task Order. In accordance with the clause at FAR 52.216-11, Cost Contract-No Fee, the total estimated cost for this Task Order is as follows (Table B-1),

Table B-1, Estimated Total Cost

<table>
<thead>
<tr>
<th>Total Estimated Cost:</th>
<th>[Proposed]</th>
</tr>
</thead>
</table>

(b) The Total Estimated Cost of the Task Order is as follows (Table B-2);

Table B-2, Task Order CLIN Structure

<table>
<thead>
<tr>
<th>CLIN</th>
<th>CLIN Title</th>
<th>CLIN Type</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>00001</td>
<td>Transition</td>
<td>CR (no fee)</td>
<td>[Proposed]</td>
</tr>
</tbody>
</table>

(c) CLIN Description:

CLIN 00001 – Transition:

The Transition Period begins with the start date provided within the issuance of the initial Notice to Proceed (NTP). The incoming transition period dates are set forth in Section F Clause, DOE-F-2003, Period of Performance – Alternate I and Alternate II. Costs are reimbursed based on allowable, actual costs billed to the Contract. There is no fee for the incoming contract transition period.

B.3 DOE-B-2013 Obligation of Funds (Oct 2014)

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

(b) To be determined at Task Order award.
Section C - Performance Work Statement

C.1 Task Order Purpose and Overview

This Task Order is to be performed for the U.S. Department of Energy Office of River Protection, located on the Hanford Site north of Richland, Washington. The purpose of this Task Order is to successfully transition activities from the incumbent Contractor.

C.2 Scope of Work

Section C.1 of the Master IDIQ contract is incorporated by reference.

Section D - Packaging and Marking

Section D of the Master IDIQ Contract is incorporated by reference.

Section E - Inspection and Acceptance

Section E of the Master IDIQ Contract is incorporated by reference.

Section F - Deliveries or Performance

Section F of the Master IDIQ Contract is incorporated by reference, with the exception of Clause F.1, which is filled in and provided below.

F.1 Period of Performance

(a) The overall Task Order period of performance (POP) shall be 60 days from the initial NTP.

(b) The Contractor shall not be paid for work performed or costs incurred prior to the Task Order effective date. The Contractor is not authorized to proceed beyond the Task Order POP, nor will the Contractor be paid for any costs incurred beyond that period unless the Task Order is modified by the Contracting Officer to extend the POP.

Section G - Contract Administration Data

Section G of the Master IDIQ Contract is incorporated by reference.

Section H - Special Contract Requirements

Section H of the Master IDIQ Contract is incorporated by reference.

Section I - Contract Clauses

Section I of the Master IDIQ Contract is incorporated by reference, except for the following Section I clause, which is filled-in as follows (Table I-1):
**TANK CLOSURE CONTRACT – FINAL RFP**
SOLICITATION NO. 89303319REM000044

---

**Table I-1. Section I Clause Fills-Ins**

<table>
<thead>
<tr>
<th>Clause No.</th>
<th>FAR/DEAR Reference</th>
<th>Title</th>
<th>Fill-In Information; See FAR 52.104(d)</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.45</td>
<td>FAR 52.217-8</td>
<td>Option to Extend Services</td>
<td>Any time prior to the expiration of the Task Order</td>
</tr>
</tbody>
</table>

DEAR = Department of Energy Acquisition Regulation  
FAR = Federal Acquisition Regulation

---

**Section J - List of Documents, Exhibits, and Other Attachments**

Section J of the Master IDIQ Contract is incorporated by reference, with the exception of the following, which are hereby incorporated in this Task Order.

**Section J-6 – Small Business Subcontracting Plan**

*Solicitation Note: The Contractor’s executed Small Business Subcontracting Plan for this Task Order will be inserted here. See applicable I Clause entitled, FAR 52.219-9, Small Business Subcontracting Plan, and applicable Section H Clause entitled, Subcontracted Work.*

**Section J-10 - Contract Deliverables**

In addition to the list of Contract Deliverables specified in Section J, Attachment J-10, Contract Deliverables, the following list of Transition Deliverables (Table J-1) are also required for this Task Order.

**Table J-1. Task Order 1 – Transition Deliverables**

<table>
<thead>
<tr>
<th>Deliverable Number</th>
<th>Deliverable Description</th>
<th>DOE</th>
<th>Response</th>
<th>Deliverable Due Date</th>
<th>Master IDIQ Contract Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>TO1-0001</td>
<td>Transition Plan and Submittal Log for Task Order 1 - Transition</td>
<td>Approve</td>
<td>5 days</td>
<td>Within 15 days after NTP</td>
<td>C.1, Contract Transition</td>
</tr>
<tr>
<td>TO1-0002</td>
<td>Schedule of Training Completion showing 100% of the workforce trained within 6 months of NTP</td>
<td>Review</td>
<td>None</td>
<td>Within 15 days after NTP</td>
<td>C.1, Contract Transition</td>
</tr>
<tr>
<td>TO1-0003</td>
<td>List of Material Differences and Preexisting Conditions</td>
<td>Approve</td>
<td>15 days</td>
<td>Prior to end of transition</td>
<td>C.1, Contract Transition</td>
</tr>
<tr>
<td>TO1-0004</td>
<td>Nuclear Safety Protocol</td>
<td>Approve</td>
<td>120 days</td>
<td>Prior to end of transition</td>
<td>C.1, Contract Transition</td>
</tr>
<tr>
<td>TO1-0005</td>
<td>Graded Approach for Implementation of Contract Requirements Plan</td>
<td>Approve</td>
<td>30 days</td>
<td>Prior to end of transition</td>
<td>C.1, Contract Transition</td>
</tr>
<tr>
<td>TO1-0006</td>
<td>Written Transition Status</td>
<td>Review</td>
<td>None</td>
<td>Submit weekly</td>
<td>C.1, Contract Transition</td>
</tr>
<tr>
<td>Deliverable Number</td>
<td>Deliverable Description</td>
<td>DOE Response</td>
<td>Deliverable Due Date</td>
<td>Master IDIQ Contract Section</td>
<td></td>
</tr>
<tr>
<td>--------------------</td>
<td>----------------------------------------------------------------------------------------</td>
<td>--------------</td>
<td>----------------------</td>
<td>-----------------------------</td>
<td></td>
</tr>
<tr>
<td>TO1-0007</td>
<td>Declaration of Readiness to Execute Contract</td>
<td>Approve</td>
<td>10 days</td>
<td>C.1, Contract Transition</td>
<td></td>
</tr>
<tr>
<td>TO1-0008</td>
<td>Risk Management Plan</td>
<td>Approve</td>
<td>Prior to end of transition within 50 days after NTP</td>
<td>C.10.1.7, Risk Management</td>
<td></td>
</tr>
<tr>
<td>TO1-0009</td>
<td>Training Program Plan or Matrix</td>
<td>Approve</td>
<td>Prior to end of transition</td>
<td>C.01.2.3, Training; DOE O 426.1, Federal Technical Capability Program</td>
<td></td>
</tr>
<tr>
<td>TO1-0010</td>
<td>Process to delineate which design products are stamped by a licensed professional engineer</td>
<td>Approve</td>
<td>Within 50 days after NTP</td>
<td>C.10.2.7, Conduct of Engineering</td>
<td></td>
</tr>
<tr>
<td>TO1-0011</td>
<td>Safety Basis Documents</td>
<td>Approve</td>
<td>Prior to end of transition within 30 days after NTP</td>
<td>10 CFR 830, Nuclear Safety Management; DOE O 420.1, Facility Safety</td>
<td></td>
</tr>
<tr>
<td>TO1-0012</td>
<td>Nuclear Maintenance Management Program</td>
<td>Approve</td>
<td>Within 50 days after NTP</td>
<td>C.10.2.8.2, Conduct of Operations; DOE O 433.1, Maintenance Management Program for DOE Nuclear Facilities</td>
<td></td>
</tr>
<tr>
<td>TO1-0013</td>
<td>CONOPS Program Requirements Matrix and Cited Implementing Documents – Nuclear Facilities</td>
<td>Approve</td>
<td>Within 50 days after NTP</td>
<td>C.10.2.5, Conduct of Operations</td>
<td></td>
</tr>
<tr>
<td>TO1-0014</td>
<td>CONOPS Program Requirements Matrix and Cited Implementing Documents – Non-Nuclear Facilities</td>
<td>Approve</td>
<td>Within 50 days after NTP</td>
<td>C.10.2.5, Conduct of Operations</td>
<td></td>
</tr>
<tr>
<td>TO1-0015</td>
<td>Unreviewed Safety Question Process Procedure</td>
<td>Approve</td>
<td>Within 50 days after NTP</td>
<td>10 CFR 830, Nuclear Safety Management</td>
<td></td>
</tr>
<tr>
<td>TO1-0016</td>
<td>Criticality Safety Program Document</td>
<td>Approve</td>
<td>Within 50 days after NTP</td>
<td>DOE O 420.1, Facility Safety</td>
<td></td>
</tr>
<tr>
<td>TO1-0017</td>
<td>Worker Safety and Health Program</td>
<td>Approve</td>
<td>Within 30 days after NTP</td>
<td>C.10.2.1, Worker Safety and Health; 10 CFR 851, Worker Safety and Health Program</td>
<td></td>
</tr>
<tr>
<td>TO1-0018</td>
<td>List of Closure Facility Hazards</td>
<td>Approve</td>
<td>Within 50 days</td>
<td>C.10.2.1, Worker Safety</td>
<td></td>
</tr>
<tr>
<td>Deliverable Number</td>
<td>Deliverable Description</td>
<td>Action</td>
<td>Time</td>
<td>Deliverable Due Date</td>
<td>Master IDIQ Contract Section</td>
</tr>
<tr>
<td>--------------------</td>
<td>-------------------------</td>
<td>--------</td>
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<td>----------------------------</td>
</tr>
<tr>
<td>TO1-0019</td>
<td>Workplace Substance Abuse Program Implementation Plan</td>
<td>Approve</td>
<td>30 days</td>
<td>Within 30 days after NTP</td>
<td>C.10.2.1.1, Workplace Substance Abuse Programs; 10 CFR 707, Workplace Substance Abuse Programs at DOE Sites; 49 CFR 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs</td>
</tr>
<tr>
<td>TO1-0020</td>
<td>Integrated Safety Management System Description</td>
<td>Approve</td>
<td>10 days</td>
<td>Within 50 days after NTP</td>
<td>48 CFR 970.5223-1, Integration of Environment, Safety, and Health into Work Planning and Execution; Clause I.207, Integration of Environment, Safety, and Health into Work Planning (2000)</td>
</tr>
<tr>
<td>TO1-0021</td>
<td>Safety Performance, Objectives, Measures and Commitments</td>
<td>Approve</td>
<td>10 days</td>
<td>Within 50 days after NTP</td>
<td>48 CFR 970.5223-1, Integration of Environment, Safety, and Health into Work Planning and Execution; Clause I.207, Integration of Environment, Safety, and Health into Work Planning (2000)</td>
</tr>
<tr>
<td>TO1-0022</td>
<td>Radiation Protection Program</td>
<td>Approve</td>
<td>10 days</td>
<td>Prior to commencing work or adopt existing approved RPP within 50 days after NTP</td>
<td>C.10.2.1.6, Radiation Protection; 10 CFR 835, Occupational Radiation Protection</td>
</tr>
<tr>
<td>TO1-0023</td>
<td>Personal Property and Material Management Program (Property Management System)</td>
<td>Approve</td>
<td>30 days</td>
<td>Within 30 days after NTP</td>
<td>C.10.2.10, Personal Property Management</td>
</tr>
<tr>
<td>TO1-0024</td>
<td>Wall-to-Wall Physical Contractor Controlled Inventory</td>
<td>Approve</td>
<td>10 days</td>
<td>Within 50 days after NTP</td>
<td>C.10.2.10, Personal Property Management</td>
</tr>
<tr>
<td>Deliverable Number</td>
<td>Deliverable Description</td>
<td>Action</td>
<td>Time</td>
<td>Due Date</td>
<td>Section</td>
</tr>
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</tr>
<tr>
<td>TO1-0025</td>
<td>Fire Protection Program</td>
<td>Approve</td>
<td>10 days</td>
<td>Within 50 days after NTP</td>
<td>DOE O 420.1C, Facility Safety</td>
</tr>
<tr>
<td>TO1-0026</td>
<td>Emergency Management Program</td>
<td>Approve</td>
<td>10 days</td>
<td>Within 50 days after NTP</td>
<td>C.10.3.7.1, Emergency Management Program</td>
</tr>
<tr>
<td>TO1-0027</td>
<td>Chronic Beryllium Disease Prevention Program</td>
<td>Approve</td>
<td>10 days</td>
<td>Within 50 days after NTP</td>
<td>C.10.2.1.4, Beryllium; 10 CFR 850, Chronic Beryllium Disease Prevention Program</td>
</tr>
<tr>
<td>TO1-0028</td>
<td>Quality Assurance Program</td>
<td>Approve</td>
<td>10 days</td>
<td>Within 50 days after NTP</td>
<td>C.10.2.2.2, Quality Assurance; 10 CFR 830 Subpart A, Quality Assurance Requirements; DOE O 414.1, Quality Assurance</td>
</tr>
<tr>
<td>TO1-0029</td>
<td>Contractor Assurance Systems Description</td>
<td>Approve</td>
<td>30 days</td>
<td>Within 30 days after NTP</td>
<td>DOE O 226.1, Implementation of the Department of Energy Oversight Policy</td>
</tr>
<tr>
<td>TO1-0030</td>
<td>Contractor Assurance System Implementation Plan</td>
<td>Approve</td>
<td>30 days</td>
<td>Within 30 days after NTP</td>
<td>C.10.2.15, Contractor Assurance System; DOE O 226.1, Implementation of the Department of Energy Oversight Policy</td>
</tr>
<tr>
<td>TO1-0031</td>
<td>Environmental Management System</td>
<td>Review</td>
<td>10 days</td>
<td>Within 50 days after NTP</td>
<td>C.10.2.4, Environmental Regulatory Management</td>
</tr>
<tr>
<td>TO1-0032</td>
<td>Spare Parts Program</td>
<td>Approve</td>
<td>10 days</td>
<td>Within 50 days after NTP</td>
<td>C.10.2.10.3, Inventory Management</td>
</tr>
<tr>
<td>TO1-0033</td>
<td>Records Management Plan</td>
<td>Approve</td>
<td>10 days</td>
<td>Within 50 days after NTP</td>
<td>C.10.2.14.4, Records</td>
</tr>
<tr>
<td>TO1-0034</td>
<td>External Affairs/Internal Communications Program Description</td>
<td>Approve</td>
<td>30 days</td>
<td>Within 30 days after NTP</td>
<td>C.10.4.1, External Affairs</td>
</tr>
<tr>
<td>TO1-0035</td>
<td>Comprehensive Property List</td>
<td>Approve</td>
<td>30 days</td>
<td>Within 30 days of written request by the Contracting Officer</td>
<td>C.10.2.10, Personal Property Management</td>
</tr>
<tr>
<td>Deliverable</td>
<td>Deliverable</td>
<td>Response</td>
<td>Deliverable</td>
<td>Master IDIQ Contract</td>
<td></td>
</tr>
<tr>
<td>-------------</td>
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</tr>
<tr>
<td>Number</td>
<td>Action</td>
<td>Time</td>
<td>Due Date</td>
<td>Section</td>
<td></td>
</tr>
<tr>
<td>TO1-0036</td>
<td>Transition Documents Identified in Section H</td>
<td>Approve</td>
<td>30 days</td>
<td>As defined in the Master IDIQ Contract Section H and referenced in the Master IDIQ Contract Section C.1</td>
<td>H.6, Special Provisions Applicable To Workforce Transition and Employee Compensation: Pay and Benefits; H.4, Workforce Transition and Employee Hiring Preferences Including through Period of Performance</td>
</tr>
<tr>
<td>TO1-0037</td>
<td>Contractor Employee Compensation Plan</td>
<td>Approve</td>
<td>30 days</td>
<td>Prior to end of transition</td>
<td>H.5, DOE-H-2001 Employee Compensation: Pay and Benefits (Oct 2014)</td>
</tr>
<tr>
<td>TO1-0038</td>
<td>List of Pre-selected Teaming Subcontractors that will flow down the requirement for continuation of benefits to HSPP Eligible Employees</td>
<td>Approve</td>
<td>30 days</td>
<td>No later than 30 days prior to end of transition</td>
<td>H.5, DOE-H-2001 Employee Compensation: Pay and Benefits (Oct 2014)</td>
</tr>
<tr>
<td>TO1-0039</td>
<td>Submit DOE Form 3220.5, Application for Contractor Compensation Approval for key personnel; and provide market survey data to support/justify requested salary</td>
<td>Approve</td>
<td>30 days</td>
<td>Within 20 days after NTP</td>
<td>H.6, Special Provisions Applicable To Workforce Transition and Employee Compensation: Pay and Benefits</td>
</tr>
<tr>
<td>TO1-0040</td>
<td>Final amendments to or restatements of the pension and other benefit plans</td>
<td>Approve</td>
<td>30 days</td>
<td>Within 30 days after NTP</td>
<td>H.6, Special Provisions Applicable To Workforce Transition and Employee Compensation: Pay and Benefits</td>
</tr>
<tr>
<td>TO1-0041</td>
<td>Recommendations and/or suggestions on individual transfers or assignments of subcontracts</td>
<td>Review</td>
<td>N/A</td>
<td>Prior to Assignment or Transfer</td>
<td>H.29, DOE-H-2043 Assignment and Transfer of Prime Contracts and Subcontracts (Oct 2014) (Revised)</td>
</tr>
<tr>
<td>TO1-0042</td>
<td>Diversity Plan</td>
<td>Approve</td>
<td>30 days</td>
<td>Within 30 days after NTP</td>
<td>H.31, DOE-H-2046 Diversity Program (Oct 2014)</td>
</tr>
<tr>
<td>TO1-0043</td>
<td>Parent Organization Support Plan</td>
<td>Approve</td>
<td>30 days</td>
<td>Within 30 days after NTP</td>
<td>H.51, Parent Organization Support</td>
</tr>
<tr>
<td>Deliverable Number</td>
<td>Deliverable Description</td>
<td>Response Action</td>
<td>Deliverable Due Date</td>
<td>Master IDIQ Contract Section</td>
<td></td>
</tr>
<tr>
<td>--------------------</td>
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<td>----------------------</td>
<td>-----------------------------</td>
<td></td>
</tr>
<tr>
<td>TO1-0044</td>
<td>Organizational Conflict of Interest Management Plan</td>
<td>Approve 15 days after NTP</td>
<td>Within 15 days after NTP</td>
<td>4.28, DOE-H-2035</td>
<td></td>
</tr>
<tr>
<td>TO1-0045</td>
<td>Code of Business Ethics and Conduct, Copy of Code of Business Ethics and Conduct</td>
<td>Information N/A</td>
<td>Within 30 days after NTP</td>
<td>Clause 1.9, Contractor Code of Business Ethics and Conduct (Oct 2015)</td>
<td></td>
</tr>
<tr>
<td>TO1-0046</td>
<td>FAR 52.222-26, Equal Opportunity</td>
<td>Approve 30 days after NTP</td>
<td>Within 30 days after NTP</td>
<td>Clause 1.71, Equal Opportunity, Clause 1.77, Equal Opportunity for Workers</td>
<td></td>
</tr>
<tr>
<td>TO1-0047</td>
<td>FAR 52.222-35, Equal Opportunity for Veterans, FAR 52.222-36, Equal Opportunity for Workers with Disabilities, Affirmative Action Plan for Veterans with Disabilities</td>
<td>Information N/A</td>
<td>Within 30 days after NTP</td>
<td>Clause 1.76, Equal Opportunity, Clause 1.77, Equal Opportunity for Workers</td>
<td></td>
</tr>
<tr>
<td>TO1-0048</td>
<td>Employee Assistance Program Implementation Plan</td>
<td>Information N/A</td>
<td>Prior to end of Transition</td>
<td>DOE O 350.1, Contractor Human Resource Management Programs</td>
<td></td>
</tr>
<tr>
<td>TO1-0049</td>
<td>Employee Concerns Program</td>
<td>Approve 30 days after NTP</td>
<td>Within 30 days after NTP</td>
<td>C.10.6.3, Employee Concerns Program</td>
<td></td>
</tr>
<tr>
<td>TO1-0050</td>
<td>Earned Value Management System Description</td>
<td>Approve 30 days after NTP</td>
<td>Within 30 days after NTP</td>
<td>C.10.1.1, Project Integration and Earned Value Management</td>
<td></td>
</tr>
</tbody>
</table>

**Abbreviations:**
- CFR = Code of Federal Regulation
- CONOPS = Conduct of Operations
- DOE = U.S. Department of Energy
- FAR = Federal Acquisition Regulation
- HSSP = Hanford Site Services Plan
- IDIQ = Indefinite Delivery/Indefinite Quantity
- NTP = Notice to Proceed
- RPP = Radiation Protection Program
- IDIQ = Indefinite Delivery/Indefinite Quantity

**Deleted:**
- DRAFT
- 0046
- 0047
- 0048
- 0049
- 0050
- 0051
- J-2 List B
- 0052
- 0053
- TO1-0050
- J-2 List B
- 0052
- 0053
Sample Task Order 2 – Single-Shell Tank Retrieval and Closure
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Table B-1: Target Cost and Fee Information .............................................................................................. 1

Table B-2: Task Order CLIN Structure ........................................................................................................ 1

Table I-1, Section I Clause Fill-Ins .............................................................................................................. 1

TABLE OF

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Section B - Supplies or Services and Prices/Costs

This Task Order shall be performed under Contract Line Item Number (CLIN) 00002 of the Tank Closure Contract (TCC) Master Indefinite Delivery/Indefinite Quantity (IDIQ) Contract (herein referred to as the Master IDIQ Contract). Section B of the Master IDIQ Contract is incorporated by reference.

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

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

B.2 DOE-B-2003 Cost-Plus-Incentive-Fee Task Order: Total Estimated Cost and Incentive Fee (OCT 2014)

(a) This is a Cost-Plus-Incentive-Fee Task Order. In accordance with the clause at FAR 52.216-10, Incentive Fee, the target cost, target fee, maximum and minimum fees, and the target fee increase and decrease ratios for this Contract are shown in Table B-1.

<table>
<thead>
<tr>
<th>Target Cost</th>
<th>[Sproposed]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Target Fee</td>
<td>[Sproposed]</td>
</tr>
<tr>
<td>Maximum Fee</td>
<td>15%</td>
</tr>
<tr>
<td>Minimum Fee</td>
<td>0%</td>
</tr>
<tr>
<td>Target Fee Increase Ratio:</td>
<td>30 Cents/Dollar Less Than Target Cost</td>
</tr>
<tr>
<td>Target Fee Decrease Ratio:</td>
<td>30 Cents/Dollar More Than Target Cost</td>
</tr>
</tbody>
</table>

(b) The target cost, target fee, minimum and maximum fee, and target fee increase/decrease ratios are applicable to the following CLIN. The Target Cost does not include the estimated cost associated with Usage Based Services (UBS) provided by Other Hanford Contractors (OHC), which is non-fee bearing.

(c) The task order CLIN structure is shown in Table B-2.

<table>
<thead>
<tr>
<th>CLIN</th>
<th>CLIN Title</th>
<th>Type</th>
<th>Target Cost + UBS Cost</th>
<th>Target Fee</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>00002</td>
<td>Single-Shell Tank</td>
<td>CPIF</td>
<td>[Sproposed]</td>
<td>[Sproposed]</td>
<td>[Sproposed]</td>
</tr>
<tr>
<td></td>
<td>Retrieval and Closure</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>UBS provided by OHC</td>
<td>CR</td>
<td>[Sproposed]</td>
<td>N/A</td>
<td>[Sproposed]</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td>[Spropose]</td>
<td>[Spropose]</td>
<td>[Spropose]</td>
</tr>
</tbody>
</table>
(d) CLIN Description:

CLIN 00002 – Single-Shell Tank (SST) Retrieval and Closure:

This CLIN includes the target cost and fee associated with performing the End States identified within the Task Order PWS.

This CLIN also includes UBS Provided by OHC, which includes the estimated costs (no fee) associated with reimbursing OHC for services provided to TCC listed within the Master IDIQ Contract Section J, Attachment J-3, Hanford Site Services and Interface Requirements Matrix.

The estimated costs within this CLIN do not include general administration and management cost for Core Functions associated with administering this CLIN. The estimated costs for Core Functions to perform the general administration and management of this CLIN is included within Task Order 3 – Efficient Base Operations.

(e) Payment of target fee shall be made in accordance with FAR 52.216-10, Incentive Fee, and the Payments clauses in the Master IDIQ Contract applicable to this Task Order.

The final fee calculation includes a reconciliation of the actual UBSs provided by OHC at the end of the Task Order for CLIN 00002, SST Retrieval and Closure. If there are any differences between the actual UBS costs in relation to the UBS negotiated cost, an adjustment will be made to the target cost and fee to reflect the change to services utilized.

B.3 DOE-B-2013 Obligation of Funds (Oct 2014)

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

(b) To be determined at Task Order Award.

(c) UBS to Be Provided to OHC – Funding for the cost associated with the UBS provided to OHC is not included in the amount specified in paragraph (a) above. The Contractor shall recognize OHC reimbursement for the UBS provided as a reimbursement from OHC.

Section C - Performance Work Statement

C.1 Task Order Purpose and Overview

The objective of this task is to retrieve and close a SST.

C.2 Scope of Work

The Contractor shall:

(a) Retrieve SST 241-A-106: Master IDIQ Section C.4.3; and
TANK CLOSURE CONTRACT – FINAL RFP
SOLICITATION NO. 89303319REM0000044

(b) Close SST 241-A-106: Master IDIQ Section C.4.6 (a) (1) and (2).

Section D - Packaging and Marking
Section D of the Master IDIQ Contract is incorporated by reference.

Section E - Inspection and Acceptance
Section E of the Master IDIQ Contract is incorporated by reference.

Section F - Deliveries or Performance
Section F of the Master IDIQ Contract is incorporated by reference, with the exception of Clause F.1, which is filled in and provided below.

F.1 Period of Performance
(a) The overall Task Order period of performance (POP) shall be for 5 years, commencing with the end of the Transition period.

(b) The Contractor shall not be paid for work performed or costs incurred prior to the Task Order effective date. The Contractor is not authorized to proceed beyond the Task Order POP, nor will the Contractor be paid for any costs incurred beyond that period unless the Task Order is modified by the Contracting Officer (CO) to extend the POP.

Section G - Contract Administration Data
Section G of the Master IDIQ Contract is incorporated by reference.

Section H - Special Contract Requirements
Section H of the Master IDIQ Contract is incorporated by reference.

Section I - Contract Clauses
Section I of the Master IDIQ Contract is incorporated by reference, except for the following Section I clause, which is filled in as follows in Table I-1.

<p>| Table I-1. Section I Clause Fill-Ins |
|-----------------|-----------------|-----------------|</p>
<table>
<thead>
<tr>
<th>Clause No.</th>
<th>FAR/DEAR Reference</th>
<th>Title</th>
<th>Fill-In Information; See FAR 52.104(d)</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.45</td>
<td>FAR 52.217-8</td>
<td>Option to Extend Services</td>
<td>Any time prior to the expiration of the Task Order</td>
</tr>
</tbody>
</table>

DEAR = Department of Energy Acquisition Regulations  FAR = Federal Acquisition Regulations

Section J - List of Documents, Exhibits, and Other Attachments
Section J of the Master IDIQ Contract is incorporated by reference.
Task Order 3 – Efficient Base Operations
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Section C - Performance Work Statement ......................................................... 2
Section D - Packaging and Marking .................................................................. 3
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Section J - List of Documents, Exhibits and Other Attachments ...................... 3

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Table B-2: Task Order CLIN Structure ............................................................... 1
Table I-1, Section I Clause Fill-Ins....................................................................... 3
This page intentionally left blank.
Section B - Supplies or Services and Prices/Costs

This Task Order work shall be performed under Contract Line Item Number (CLIN) 00003 of the Tank Closure Contract (TCC) Master Indefinite-Delivery Indefinite-Quantity (IDIQ) Contract (herein referred to as the Master IDIQ Contract). Section B of the Master IDIQ Contract is incorporated by reference.

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

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

B.2 DOE-B-2003 Cost-Plus-Incentive-Fee Task Order: Total Estimated Cost and Incentive Fee (OCT 2014)

(a) This is a Cost-Plus-Incentive-Fee Task Order. In accordance with the clause at FAR 52.216-10, Incentive Fee, the target cost, target fee, maximum and minimum fees, and the target fee increase and decrease ratios for this contract are shown in Table B-1.

<table>
<thead>
<tr>
<th>Table B-1: Target Cost and Fee Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Target Cost</strong></td>
</tr>
<tr>
<td><strong>Target Fee</strong></td>
</tr>
<tr>
<td><strong>Maximum Fee</strong></td>
</tr>
<tr>
<td><strong>Minimum Fee</strong></td>
</tr>
<tr>
<td><strong>Target Fee Increase Ratio:</strong></td>
</tr>
<tr>
<td><strong>Target Fee Decrease Ratio:</strong></td>
</tr>
</tbody>
</table>

(b) The target cost, target fee, minimum and maximum fee, and target fee increase/decrease ratios are applicable to the following CLIN. The Target Cost does not include the estimated cost associated with Usage Based Services (UBS) provided by Other Hanford Contractors (OHC); which is non-fee bearing.

(c) The task order CLIN structure is shown in Table B-2.

<table>
<thead>
<tr>
<th>Table B-2: Task Order CLIN Structure</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CLIN</strong></td>
</tr>
<tr>
<td>0003</td>
</tr>
<tr>
<td>UBS provided by OHC</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>CLIN</strong></th>
<th><strong>CLIN Type</strong></th>
<th><strong>OHC</strong></th>
<th><strong>USB</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>=</td>
<td>Contract Line Item Number</td>
<td>=</td>
<td>Other Hanford Contractors</td>
</tr>
<tr>
<td>=</td>
<td>Cost Plus Incentive Fee</td>
<td>=</td>
<td>Usage Based Services</td>
</tr>
</tbody>
</table>
(d) CLIN Description:

CLIN 00003 – Efficient Base Operations:

This CLIN includes the target cost and fee associated with performing the activities identified within the task order PWS.

This CLIN also includes Usage Based Services (UBS) provided by OHC, which includes the estimated costs (no fee) associated with reimbursing OHC for services provided to TCC listed within the Master IDIQ Contract Section J, Attachment J-3, Hanford Site Services and Interface Requirements Matrix.

(e) Payment of target fee shall be made in accordance with the clause in FAR 52.216-10, Incentive Fee, and the Payments clauses in the Master IDIQ Contract applicable to this Task Order.

The final fee calculation includes a reconciliation of the actual UBS provided by OHC at the end of the task order for CLIN 00003, Efficient Base Operations. If there are any differences between the actual UBS costs in relation to the UBS negotiated cost, an adjustment will be made to the target cost and fee to reflect the change to services utilized.

B.3 DOE-B-2013 Obligation of Funds (Oct 2014)

(a) Pursuant to the clause of this contract in FAR 52.232-22, Limitation of Funds, total funds in the amount(s) specified below are obligated for the payment of allowable costs and fee. It is estimated that this amount is sufficient to cover performance through the date(s) shown below. Funding below includes fee for Usage Based Services (UBS) provided to OHC.

(b) To be determined at Task Order award.

(c) UBS Provided to OHC – Funding for the cost associated with the UBS provided to OHC is not included in the amount specified in paragraph (a) above. The Contractor shall recognize OHC reimbursement for the UBS provided as a reimbursement from OHC.

Section C - Performance Work Statement

C.1 Task Order Purpose and Overview

The objective of this task is to efficiently optimize integrated operations of the Hanford Tank Farms, 242-A Evaporator, Liquid Waste Processing Facilities, Core Functions, including cost and schedule efficiencies.

C.2 Scope of Work

The Contractor shall efficiently optimize and integrate:

(a) Tank Closure Mission Integration and Optimization (Master IDIQ Section C.2);
(b) Tank Farms Base Operations (Master IDIQ Section C.3);
(c) Core Functions (Master IDIQ Section C.10) in support of Master IDIQ Sections C.2, C.3, C.4, and C.8.1; and
Section D - Packaging and Marking

Section D of the Master IDIQ Contract is incorporated by reference.

Section E - Inspection and Acceptance

Section E of the Master IDIQ Contract is incorporated by reference.

Section F - Deliveries or Performance

Section F of the Master IDIQ Contract is incorporated by reference, with the exception of Clause F.1, which is filled in and provided below.

F.1 Period of Performance

(a) The overall Task Order period of performance (POP) shall be for 6 months, commencing with the end of the Transition period.

(b) The Contractor shall not be paid for work performed or costs incurred prior to the Task Order effective date. The Contractor is not authorized to proceed beyond the Task Order POP, nor will the Contractor be paid for any costs incurred beyond that period unless the Task Order is modified by the Contracting Officer to extend the POP.

Section G - Contract Administration Data

Section G of the Master IDIQ Contract is incorporated by reference.

Section H - Special Contract Requirements

Section H of the Master IDIQ Contract is incorporated by reference.

Section I - Contract Clauses

Section I of the Master IDIQ Contract is incorporated by reference, except for the following Section I clause, which is filled-in as follows in Table I-1.

<table>
<thead>
<tr>
<th>Table I-1. Section I Clause Fill-Ins</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clause No.</td>
</tr>
<tr>
<td>------------</td>
</tr>
<tr>
<td>1.45</td>
</tr>
</tbody>
</table>

DEAR = Department of Energy Acquisition Regulations  
FAR = Federal Acquisition Regulations

Section J - List of Documents, Exhibits and Other Attachments

Section J of the Master IDIQ Contract is incorporated by reference, with the exception of the following, which are hereby incorporated in this Task Order.
Section J-6 – Small Business Subcontracting Plan

Solicitation Note: The Contractor’s executed Small Business Subcontracting Plan for this Task Order will be inserted here. See applicable J Clause entitled FAR 52.219-9, Small Business Subcontracting Plan, and applicable Section H Clause entitled, Subcontracted Work.