Amendment 0002 to Solicitation No. 89303320REM000077

The purpose of this amendment is to amend Solicitation No. 89303320REM000077 as described below, and incorporate the changes in the conformed copy of the solicitation. All other sections of the Final RFP remain unchanged.

### Amendment 2 Posting

<table>
<thead>
<tr>
<th>RFP Section Reference</th>
<th>Final RFP Posting</th>
<th>Amendement 2 Posting</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Section B.3- Table B.1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Base Period</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>00001- Contract Transition 90 Days (PWS Section C.1)</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>00002- Base Contract Period July 15, 2022- April 15, 2026 (PWS Sections: C.2, C.3, C.4, C.5.2, C.6, C.7)</td>
<td>5%</td>
<td>$[offeror fill-in]</td>
</tr>
<tr>
<td>00003- Option Contract Period April 16, 2026- April 15, 2027 (PWS Sections: C.2, C.3, C.4, C.5.2, C.6, C.7)</td>
<td>5%</td>
<td>$[offeror fill-in]</td>
</tr>
<tr>
<td>00004- Option Contract Period April 16, 2027- April 15, 2028 (PWS Sections: C.2, C.3, C.4, C.5.2, C.6, C.7)</td>
<td>5%</td>
<td>$[offeror fill-in]</td>
</tr>
<tr>
<td>00005- Option Contract Period April 16, 2028- April 15, 2029 (PWS Sections: C.2, C.3, C.4, C.5.2, C.6, C.7)</td>
<td>5%</td>
<td>$[offeror fill-in]</td>
</tr>
<tr>
<td>00006- Option Contract Period April 16, 2029- April 15, 2030 (PWS Sections: C.2, C.3, C.4, C.5.2, C.6, C.7)</td>
<td>5%</td>
<td>$[offeror fill-in]</td>
</tr>
<tr>
<td>00007- Option Contract Period April 16, 2030- April 15, 2031 (PWS Sections: C.2, C.3, C.4, C.5.2, C.6, C.7)</td>
<td>5%</td>
<td>$[offeror fill-in]</td>
</tr>
<tr>
<td>00008- Option Contract Period April 16, 2031- April 15, 2032 (PWS Sections: C.2, C.3, C.4, C.5.2, C.6, C.7)</td>
<td>5%</td>
<td>$[offeror fill-in]</td>
</tr>
<tr>
<td><strong>Capital Asset Projects</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>00010- 15-D-412 Utility Shaft (US) project July 15, 2022-August 30, 2024 (PWS Section: C.5.1.2)</td>
<td>7%</td>
<td>$[offeror fill-in]</td>
</tr>
<tr>
<td>00011- 21-D-401 Hoisting Capability October 1, 2022- April 15, 2026 (PWS Section: C.5.1.3)</td>
<td>5%</td>
<td>$[offeror fill-in]</td>
</tr>
<tr>
<td>00012- Option- 21-D-401 Hoisting Capability April 16, 2026- September 30, 2026 (PWS Section: C.5.1.3)</td>
<td>5%</td>
<td>$[offeror fill-in]</td>
</tr>
<tr>
<td>00013- IDIQ Scope (PWS Section: C.8)</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Section B.3- Table B.2</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Anticipated</strong></td>
<td><strong>Estimated Annual Fee</strong></td>
<td><strong>Anticipated</strong></td>
</tr>
<tr>
<td>00001- Contract Transition 90 Days (PWS Section C.1)</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>00003- Option Contract Period April 16, 2026- April 15, 2027 (PWS Sections: C.2, C.3, C.4, C.5.2, C.6, C.7)</td>
<td>5%</td>
<td>$[offeror fill-in]</td>
</tr>
<tr>
<td>00004- Option Contract Period April 16, 2027- April 15, 2028 (PWS Sections: C.2, C.3, C.4, C.5.2, C.6, C.7)</td>
<td>5%</td>
<td>$[offeror fill-in]</td>
</tr>
<tr>
<td>00005- Option Contract Period April 16, 2028- April 15, 2029 (PWS Sections: C.2, C.3, C.4, C.5.2, C.6, C.7)</td>
<td>5%</td>
<td>$[offeror fill-in]</td>
</tr>
<tr>
<td>00006- Option Contract Period April 16, 2029- April 15, 2030 (PWS Sections: C.2, C.3, C.4, C.5.2, C.6, C.7)</td>
<td>5%</td>
<td>$[offeror fill-in]</td>
</tr>
<tr>
<td>00007- Option Contract Period April 16, 2030- April 15, 2031 (PWS Sections: C.2, C.3, C.4, C.5.2, C.6, C.7)</td>
<td>5%</td>
<td>$[offeror fill-in]</td>
</tr>
<tr>
<td>00008- Option Contract Period April 16, 2031- April 15, 2032 (PWS Sections: C.2, C.3, C.4, C.5.2, C.6, C.7)</td>
<td>5%</td>
<td>$[offeror fill-in]</td>
</tr>
</tbody>
</table>

Note: The table above contains the CLIN title, performance fee cap percentage, total available performance fee, IDIQ maximum quantity, and estimated annual fee for each option period and capital asset project.
### Amendment 0002 to Solicitation No. 89303320REM000077

<table>
<thead>
<tr>
<th>RFP Section Reference</th>
<th>Final RFP Posting</th>
<th>Amendment 2 Posting</th>
</tr>
</thead>
<tbody>
<tr>
<td>00001- Contract Transition</td>
<td>See Note below table.</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Base Period</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>00002- Base Contract Period</td>
<td>$184,163,402</td>
<td>$152,300,531,455,473,285</td>
</tr>
<tr>
<td>July 15, 2022- April 15, 2023</td>
<td>$155,473,456</td>
<td></td>
</tr>
<tr>
<td>00002- Base Contract Period</td>
<td>$249,521,934</td>
<td>$286,315,352,721,660,004</td>
</tr>
<tr>
<td>April 16, 2023- April 15, 2024</td>
<td>$210,650,091</td>
<td></td>
</tr>
<tr>
<td>00002- Base Contract Period</td>
<td>$254,415,113</td>
<td>$210,259,279,272,701,384</td>
</tr>
<tr>
<td>April 16, 2024- April 15, 2025</td>
<td>$214,780,984</td>
<td></td>
</tr>
<tr>
<td>00002- Base Contract Period</td>
<td>$259,323,858</td>
<td>$214,316,073</td>
</tr>
<tr>
<td>April 16, 2025- April 15, 2026</td>
<td>$218,925,020</td>
<td></td>
</tr>
<tr>
<td><strong>Option Periods</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>00003- Option Contract Period</td>
<td>$264,330,779</td>
<td>$210,454,000</td>
</tr>
<tr>
<td>April 16, 2026- April 15, 2027</td>
<td>$223,151,936</td>
<td></td>
</tr>
<tr>
<td>00004- Option Contract Period</td>
<td>$269,437,838</td>
<td>$222,674,687</td>
</tr>
<tr>
<td>April 16, 2027- April 15, 2028</td>
<td>$227,463,390</td>
<td></td>
</tr>
<tr>
<td>00005- Option Contract Period</td>
<td>$274,647,038</td>
<td>$231,861,073</td>
</tr>
<tr>
<td>April 16, 2028- April 15, 2029</td>
<td>$231,861,073</td>
<td></td>
</tr>
<tr>
<td>00006- Option Contract Period</td>
<td>$279,960,422</td>
<td>$223,151,936</td>
</tr>
<tr>
<td>April 16, 2029- April 15, 2030</td>
<td>$236,346,711</td>
<td></td>
</tr>
<tr>
<td>00007- Option Contract Period</td>
<td>$285,380,074</td>
<td>$223,151,936</td>
</tr>
<tr>
<td>April 16, 2030- April 15, 2031</td>
<td>$240,922,060</td>
<td></td>
</tr>
<tr>
<td>00008- Option Contract Period</td>
<td>$290,908,119</td>
<td>$240,418,624</td>
</tr>
<tr>
<td>April 16, 2031- April 15, 2032</td>
<td>$245,588,917</td>
<td></td>
</tr>
<tr>
<td><strong>Capital Asset Projects</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>00009- 15-D-411 Safety Significant Confined Ventilation System (SSCVS)</td>
<td>$69,085,838</td>
<td>$57,110,959</td>
</tr>
<tr>
<td>July 15, 2022 – April 15, 2023</td>
<td>$57,110,959</td>
<td></td>
</tr>
<tr>
<td>00009- 15-D-411 Safety Significant Confined Ventilation System (SSCVS)</td>
<td>$40,506,994</td>
<td>$33,485,782</td>
</tr>
<tr>
<td>April 16, 2023- January 3, 2024</td>
<td>$27,463,390</td>
<td></td>
</tr>
<tr>
<td>00010- 15-D-412 Utility Shaft (US) project</td>
<td>$26,350,936</td>
<td>$21,783,440</td>
</tr>
<tr>
<td>July 15, 2022 – April 15, 2023</td>
<td>$21,783,440</td>
<td></td>
</tr>
<tr>
<td>00010- 15-D-412 Utility Shaft (US) project</td>
<td>$26,129,343</td>
<td>$21,600,257</td>
</tr>
<tr>
<td>April 16, 2023 – April 15, 2024</td>
<td>$240,922,060</td>
<td></td>
</tr>
<tr>
<td>00010- 15-D-412 Utility Shaft (US) project</td>
<td>$285,380,074</td>
<td>$240,922,060</td>
</tr>
<tr>
<td>April 16, 2024- August 30, 2024</td>
<td>$245,588,917</td>
<td></td>
</tr>
<tr>
<td>00011- 21-D-401 Hoisting Capability October 1, 2022- April 15, 2023</td>
<td>$14,421,621</td>
<td>$12,178,258</td>
</tr>
<tr>
<td></td>
<td>$12,178,258</td>
<td></td>
</tr>
<tr>
<td>00011- 21-D-401 Hoisting Capability April 16, 2023- April 15, 2024</td>
<td>$43,484,414</td>
<td>$35,947,116,52,720,172</td>
</tr>
<tr>
<td></td>
<td>$36,720,172</td>
<td></td>
</tr>
<tr>
<td>00011- 21-D-401 Hoisting Capability April 16, 2024- April 15, 2025</td>
<td>$49,320,527</td>
<td>$40,771,634,462,448,453</td>
</tr>
<tr>
<td></td>
<td>$41,648,445</td>
<td></td>
</tr>
<tr>
<td>00011- 21-D-401 Hoisting Capability April 16, 2025- April 15, 2026</td>
<td>$42,187,500</td>
<td>$41,648,445</td>
</tr>
<tr>
<td></td>
<td>$35,625,000</td>
<td></td>
</tr>
<tr>
<td>00012-Option- 21-D-401 Hoisting Capability</td>
<td>$19,335,938</td>
<td>$15,984,375,42,338,135</td>
</tr>
<tr>
<td></td>
<td>$16,328,125</td>
<td></td>
</tr>
</tbody>
</table>
### Amendment 0002 to Solicitation No. 89303320REM000077

<table>
<thead>
<tr>
<th>RFP Section Reference</th>
<th>Final RFP Posting</th>
<th>Amendment 2 Posting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section C: Performance Work Statement</td>
<td>April 16, 2026- September 30, 2026</td>
<td>April 16, 2026- September 30, 2026</td>
</tr>
<tr>
<td>IDIQ CLIN</td>
<td>IDIQ CLIN</td>
<td></td>
</tr>
<tr>
<td>00013: IDIQ Scope</td>
<td>00013: IDIQ Scope</td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

There are numerous, changes made throughout Section C, Performance Work Statement. See attached redlined Section C for changes from the Final RFP.

Section H. 7 (b)

(1) The Contractor shall submit a draft Benefits Transition Plan for Contracting Officer approval, within 10 days after effective date of the contract transition Notice to Proceed, as set forth herein:

(1) The Contractor shall submit a draft Benefits Transition Plan for Contracting Officer approval, within 44-20 days after effective date of the contract transition Notice to Proceed, as set forth herein:

Section H. 64 (a) Table H-1

<table>
<thead>
<tr>
<th>Offeror Fill-In</th>
<th>Environmental, Safety and Health Manager</th>
</tr>
</thead>
</table>

Section H. 64 (c)(3)

(2) Notwithstanding the approval by the CO, any time a key person other than the Program Manager is removed, replaced, or diverted within two years of being placed in the position, the earned fee may be reduced by $500,000.00 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.

(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 reduced by $500,000.00 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.

Section J-6, Deliverables List

There are numerous, changes made throughout Section J-6, Deliverables List. See attached redlined Section J-6 for changes from the Final RFP.

Section J-10, Acronyms

“FITARA Federal Information Technology Acquisition Reform Act” was added to the Acronyms list.

Section J-10, Acronyms

The footer of the entire Section J-10, was corrected to show the correct Attachment number.

Section K.18.

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

By digitally signing below, the offeror certifies, under penalty of law, that the representations and certifications herein are accurate, current, and complete. Visibly identifiable scanned and/or time-stamped digital signatures will be acceptable. The offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certification made by the offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.
## Amendment 0002 to Solicitation No. 89303320REM000077

<table>
<thead>
<tr>
<th>RFP Section Reference</th>
<th>Final RFP Posting</th>
<th>Amendment 2 Posting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section L- Instructions, Conditions, and Notices to Offerors</td>
<td></td>
<td>There are numerous, changes made throughout Section L, Instructions, Conditions, and Notices To Offerors. See attached redlined Section L for changes from the Final RFP.</td>
</tr>
<tr>
<td>Section L- Attachment L-6 Cost and Fee Proposal Worksheets</td>
<td></td>
<td>There are numerous, changes made throughout Attachment L-6 Cost and Fee Proposal Worksheets. There is no redline available for this attachment.</td>
</tr>
<tr>
<td>Section M- Evaluation Factors For Award</td>
<td></td>
<td>There are numerous, changes made throughout Section L, Evaluation Factors For Award. See attached redlined Section M for changes from the Final RFP.</td>
</tr>
</tbody>
</table>
SECTION C

PERFORMANCE WORK STATEMENT

TABLE OF CONTENTS

C.0 OVERVIEW ........................................................................................................................... 1
C.1.0 EM.CB.0080.01.01 CONTRACTOR TRANSITION .......................................................... 1
C.2.0 EM.CB.0081.02.01 CENTRALIZED CHARACTERIZATION PROJECT .............................. 8
C.2.1 EM.CB.0081.02.01.01 CONTACT HANDLED (CH) WASTE CERTIFICATION .............................. 9
C.2.2 EM.CB.0081.02.01.02 REMOTE HANDLED (RH) WASTE CERTIFICATION ...................... 10
C.2.3 EM.CB.0081.02.01.03 TRU WASTE SITE INTERFACE ....................................................... 10
C.2.4 EM.CB.0081.02.04 TRU WASTE SITE MOBILE LOADING SERVICES ............................. 11
C.2.5 EM.CB.0081.02.04.01 PERFORMANCE DEMONSTRATION PROGRAM .......................... 11
C.3.0 EM.CB.0090.03.01 TRANSPORTATION ACTIVITIES .................................................. 11
C.3.1 EM.CB.0090.03.01.01 SHIPPING COORDINATION ...................................................... 11
C.3.2 EM.CB.0090.03.01.02 TRANSPORTATION PACKAGING & EQUIPMENT .......................... 12
C.4.0 EM.CB.0080.04.01 WIPP OPERATIONS ........................................................................ 13
C.4.1 EM.CB.0080.04.01.01 WASTE HANDLING OPERATIONS ............................................. 13
C.4.1.1 EM.CB.0080.04.01.01.01 CH WASTE HANDLING OPERATIONS ................................. 14
C.4.1.2 EM.CB.0080.04.01.01.02 RH WASTE HANDLING OPERATIONS ................................. 14
C.4.2 EM.CB.0080.04.01.02 SURFACE OPERATIONS & MAINTENANCE .............................. 14
C.4.2.1 EM.CB.0080.04.01.02.01 FACILITY SITE OPERATIONS & MONITORING ................. 15
C.4.2.2 EM.CB.0080.04.01.02.02 SURFACE MAINTENANCE & REPAIR .............................. 15
C.4.2.3 EM.CB.0080.04.01.02.03 WAREHOUSE ................................................................. 16
C.4.3 EM.CB.0080.04.01.03 UNDERGROUND OPERATIONS & MAINTENANCE .................. 16
C.4.3.1 EM.CB.0080.04.01.03.01 MINING ........................................................................ 16
C.4.3.2 EM.CB.0080.04.01.03.02 GROUND CONTROL ....................................................... 17
C.4.3.3 EM.CB.0080.04.01.03.03 HOISTING ...................................................................... 17
C.4.3.4 EM.CB.0080.04.01.03.04 UNDERGROUND MAINTENANCE & REPAIR ................ 17
C.5.0 EM.CB.0080.05.01 PROJECTS ................................................................................... 18
C.5.1 EM.CB.0080.05.01.01 LINE ITEM CAPITAL ASSET PROJECTS ...................................... 18
C.5.1.1 EM.CB.0080.05.01.01.01 SAFETY SIGNIFICANT CONFINEMENT VENTILATION SYSTEM (SSCVS) PROJECT (15-D-411) ................................................................. 18
C.5.1.2 EM.CB.0080.05.01.01.02 UTILITY SHAFT (US) PROJECT (15-D-412) ........................ 19
C.5.1.3 EM.CB.0080.05.01.01.03 HOISTING CAPABILITY PROJECT (21-D-401) .................. 19
C.5.2 EM.CB.0080.05.01.02 INFRASTRUCTURE PROJECTS ................................................ 20
C.5.2.1 EM.CB.0080.05.01.02.01 GENERAL PLANT PROJECTS (GPP) ................................. 20
C.5.2.2 EM.CB.0080.05.01.02.02 MAJOR ITEMS OF EQUIPMENT ........................................... 21
C.5.2.3 EM.CB.0080.05.01.02.03 MAJOR MAINTENANCE & REPAIR PROJECTS ................. 21
C.6.0 EM.CB.0080.06.01 EXPERIMENTAL AND TESTING ACTIVITIES .......................... 21
C.6.1 EM.CB.0080.06.01.01 SUPPORT FOR EXPERIMENTAL AND TESTING ACTIVITIES AND PROGRAMS .......................................................... 22
C.6.2 EM.CB.0080.06.01.02 EXPERIMENTAL AND TESTING INITIATIVES .......................... 22
C.7.0 EM.CB.0080.07.01 WIPP PROGRAM SUPPORT ......................................................... 22
C.7.1 EM.CB.0080.07.01.01 PROJECT PLANNING AND CONTROL ....................................... 22
C.7.1.1 EM.CB.0080.07.01.01.01 PROJECT MANAGEMENT ............................................... 23
C.7.1.2 EM.CB.0080.07.01.01.02 PROJECT PERFORMANCE REPORTING ......................... 27
C.7.1.3 EM.CB.0080.07.01.01.03 COST ESTIMATING ........................................................... 29
C.7.1.4 EM.CB.0080.07.01.01.04 SCHEDULING ................................................................. 29
C.7.1.5 EM.CB.0080.07.01.01.05 RISK MANAGEMENT ....................................................... 29

Source Selection Information – See FAR 2.101 and 3.104
C-i
C.7.1.6 EM.CB.0080.07.01.01.06 INFORMATION TECHNOLOGY (IT) SERVICES, COMMUNICATIONS AND CYBER SECURITY

C.7.1.7 EM.CB.0080.07.01.01.07 RECORDS MANAGEMENT

C.7.1.8 EM.CB.0080.07.01.01.08 PUBLIC AFFAIRS

C.7.1.9 EM.CB.0080.07.01.01.09 INTERNAL AUDIT

C.7.1.10 EM.CB.0080.07.01.01.10 OUTGOING CONTRACT TRANSITION - PHASE OUT AND CLOSEOUT ACTIVITIES

C.7.1.11 EM.CB.0080.07.01.01.11 PROPERTY MANAGEMENT

C.7.1.12 EM.CB.0080.07.01.01.12 DEFINED BENEFIT PENSION PLAN COSTS

C.7.2 EM.CB.0080.07.02.01 QUALITY ASSURANCE PROGRAM

C.7.2.1 EM.CB.0080.07.02.01.01 QA PROGRAM ADMINISTRATION

C.7.2.2 EM.CB.0080.07.02.01.02 WASTE CERTIFICATION QA

C.7.2.3 EM.CB.0080.07.02.01.03 QUALITY ENGINEERING SERVICES

C.7.2.4 EM.CB.0080.07.02.01.04 QA OVERSIGHT OF WIPP OPERATIONS

C.7.2.5 EM.CB.0080.07.02.01.05 QA PROGRAM FOR TYPE B PACKAGING

C.7.3 EM.CB.0080.07.03.01 SAFETY & HEALTH PROGRAM

C.7.3.1 EM.CB.0080.07.03.01.01 SAFETY PROGRAM

C.7.3.2 EM.CB.0080.07.03.01.02 INDUSTRIAL SAFETY PROGRAM

C.7.3.3 EM.CB.0080.07.03.01.03 INDUSTRIAL HYGIENE PROGRAM

C.7.3.4 EM.CB.0080.07.03.01.04 OCCUPATIONAL MEDICAL PROGRAM (OMP)

C.7.3.5 EM.CB.0080.07.03.01.05 RADIOCHEMISTRY LABORATORY

C.7.3.6 EM.CB.0080.07.03.01.06 RADIOLOGICAL CONTROL

C.7.3.7 EM.CB.0080.07.03.01.07 NUCLEAR SAFETY

C.7.4 EM.CB.0080.07.04.01 ENVIRONMENTAL & REGULATORY COMPLIANCE

C.7.5 EM.CB.0020.07.05.01 SAFEGUARDS AND SECURITY

C.7.5.1 EM.CB.0020.07.05.01.01 CYBER SECURITY

C.7.6 EM.CB.0080.07.06.01 EMERGENCY MANAGEMENT

C.7.6.1 EM.CB.0080.07.06.01.01 CORRIDOR EMERGENCY PREPAREDNESS

C.7.6.2 EM.CB.0080.07.06.01.02 RADIOLOGICAL ASSISTANCE PROGRAM

C.8.0 EM.CB.0080.08.01 INDEFINITE DELIVERY/INDEFINITE QUANTITY (ID/IQ) TASK ORDERS
SECTION C

PERFORMANCE WORK STATEMENT

C.0 OVERVIEW

A contract is required to manage and operate the United States Department of Energy (DOE) Waste Isolation Pilot Plant (WIPP) and implement portions of the DOE National Transuranic (TRU) Waste Program (NTP) as directed by the DOE Carlsbad Field Office (CBFO). The Contractor’s portions of the NTP are described in Section C.2, Central Characterization Project (CCP) and Section C.3, Transportation of this PWS. WIPP’s mission is the permanent disposal of defense-generated TRU waste.

WIPP is located in a 16 square mile (approximately 10,240 acre) area owned by the DOE, as authorized by Public Law 102-579, the WIPP Land Withdrawal Act (LWA), as amended by Public Law 104-201 (H.R. 3230, 104th Congress), within Southeastern New Mexico. The WIPP site includes surface facilities and a geological repository located 2,150 feet below the surface. The Property Protection Area (PPA) at the WIPP site within the LWA area encloses approximately 35 acres, and includes the majority of the buildings and structures. The area outside the fenced PPA consists mainly of otherwise undeveloped, high-desert terrain. Several administrative offices associated with WIPP and NTP administration are located in the city of Carlsbad, approximately 25 miles west of the WIPP site.

CBFO is responsible for administration of this contract and management of the NTP. The DOE Assistant Secretary for the Office of Environmental Management (EM) provides program direction to the CBFO. In addition to the WIPP Management and Operating (M&O) Contractor (hereafter referred to as “the Contractor”), the following contractor organizations constitute the CBFO Program Participants, along with other entities, for which CBFO provides funding to execute WIPP and NTP mission activities. Sandia National Laboratories – Carlsbad Programs Group (SNL-CPG) performs for CBFO the scientific studies and computational activities associated with the long-term performance of the WIPP. Los Alamos National Laboratory – Carlsbad Operations (LANL-CO) provides technical expertise on TRU waste characterization, acceptable knowledge, waste inventory to CBFO, and TRU waste generator site interface. The Carlsbad Technical Assistance Contractor (CTAC) provides technical, quality assurance, and administrative support to the CBFO, with the emphasis on conducting assessments and operational oversight. Other organizations are funded by the CBFO through assistance agreements and work authorizations agreements to perform specific tasks related to the WIPP mission.

In 1992, Congress passed the WIPP LWA which serves as a concise record of the steps required to establish WIPP, the major institutions involved, and basic requirements for disposal and decommissioning activities. The WIPP LWA established the Environmental Protection Agency (EPA) as the primary regulator for WIPP with responsibility for evaluating and verifying that WIPP safely isolates TRU waste and protects human health and the environment. A dual regulatory framework exists for mixed-waste. The State of New Mexico’s authority to regulate the hazardous waste at WIPP is governed under the New Mexico Hazardous Waste Act (HWA) and the Resource Conservation and Recovery Act (RCRA). Under RCRA, the State of New
Mexico is authorized to operate in lieu of the EPA; EPA does not regulate radioactive mixed wastes in those States with an authorized program. New Mexico is authorized by EPA under 50 Fed Reg 1515 (January 11, 1985). New Mexico implements this authority under the HWA, NMSA 1978, §74-4-1 et seq (Repl. Pamp. 2000). The specific New Mexico state agency that regulates hazardous waste at WIPP is the Hazardous Waste Bureau of the New Mexico Environment Department (NMED).

The EPA issued regulatory standards for waste containment (40 Code of Federal Regulations (CFR) 191) and WIPP specific criteria (40 CFR 194) that require DOE to provide information demonstrating that the standards are being met. The Compliance Certification Application (CCA) and the recurrent Compliance Recertification Application (CRA) document(s) WIPP’s ability to meet EPA’s requirements for waste containment. A new CRA is required for WIPP every five years by the LWA. CRA 2019 was submitted to EPA and is pending approval. Until a new application is recertified, the conditions and limitations of the prior application remain in effect.

The EPA certified the WIPP on May 18, 1998, and the disposal phase began on March 26, 1999, when the first shipment of waste was received. The disposal of mixed-TRU waste was authorized with the issuance of the WIPP Hazardous Waste Facility Permit (HWFP-WIPP’s RCRA Permit) by the NMED. This permit was originally issued on October 28, 1999 and is required to be renewed every ten years. A renewal application was submitted March 2020 and is pending. Until a new permit is issued, the conditions and limitations of the prior permit remain in effect. The Waste Analysis Plan (WAP), contained in the WIPP HWFP, specifies TRU waste characterization activities to be carried out at TRU waste generator/storage sites. TRU waste has been and shall continue to be shipped to WIPP from DOE Large Quantity Sites (LQS) and from Small Quantity Sites (SQS). TRU waste may be shipped inter-site for centralization, characterization, and/or treatment.

TRU waste shall be disposed of through the life of waste operations at the WIPP facility. Following the disposal phase (DOE plans to close the repository when WIPP achieves a volume capacity of 175,600 cubic meters (6.2 million cubic feet) of TRU waste), the WIPP facility will enter its decommissioning phase estimated to last approximately five years. During the decommissioning phase the WIPP facility will be decontaminated and decommissioned and the shafts will be back-filled and sealed.

In the post-decommissioning phase, active institutional controls will be employed for at least 100 years to prevent human intrusion into the repository. Passive institutional controls including permanent markers shall warn future societies of the location and hazards of the disposal site.

C.0.1 Contract Purpose and Objectives

The purpose of this contract is to manage, operate and maintain the WIPP and to perform activities in support of the DOE’s NTP at locations directed by CBFO and as described in Sections C.2 and C.3. The overall objectives of WIPP are to operate safely and dispose of TRU waste, in a manner that is protective of human health and the environment and in compliance with WIPP program requirements and support the NTP by providing safe and compliant characterization and certification for transport, receipt, and disposal of TRU wastes at WIPP. The
Contractor shall optimize the scope, cost, and schedule associated with performance of all work while ensuring quality, protecting the safety of the workers, environment, and the public, to reduce EM’s environmental liabilities.

The Contractor is responsible for the performance of the entire scope under the Contract including defining the specific methods, innovations, and graded approaches for accomplishing all work to be performed and managing, integrating, and executing work described in this PWS. When a graded approach is being used, prior approval must have been granted by the CBFO Contractor Officer’s Representative (COR)/Contracting Officer (CO). The Contractor shall ensure that its management approach and execution of the work comply with all current applicable laws, regulations, and DOE directives as identified in Section J Attachment, entitled Requirements Sources and Implementing Documents. During the conduct of authorized work scope, the Contractor shall also comply with all regulatory decision documents (e.g. Permit Modification Requests for WIPP HWFP, Planned Change Notices and Planned Change Requests for EPA certification) in effect for the WIPP site. The Contractor is responsible for the oversight and management of its subcontractors.

The Contractor shall, to the maximum extent practicable, implement improvements to work processes, procedures, and technologies throughout the contract period of performance. This would include the addition of new/non-traditional entities into teaming arrangements or subcontracting agreements. New and/or non-traditional firms would have differing processes and ideas that, via inclusion into a contractor team, would help ensure that the best of industry practices are employed, allowing for efficient advancement of the DOE cleanup mission, and reduction to DOE financial liabilities and environmental risk.

C.0.2 Contractor Performance and Key Requirements

The Contractor shall achieve safe, cost-effective TRU waste characterization/certification and transportation in support of the NTP, and safe, cost-effective operation of the WIPP, including disposal of TRU waste while meeting all regulatory milestone dates. The Contractor shall accomplish work in a safe, secure, integrated, effective and efficient manner and shall cooperate in seeking elimination of as many unnecessary requirements as possible while continuing to maintain compliance throughout performance of this Contract. The Contractor shall be responsible for planning, integrating, managing and executing the programs, projects, operations and other activities as described in this PWS.

This contract reflects the application of performance-based contracting approaches and techniques that emphasize results/outcomes and minimize “how to” performance descriptions. The Contractor has the responsibility for total performance under this contract, including determining the specific methods for accomplishing the work.

The Contractor shall provide the programs and personnel to ensure the safe conduct of all operations, management including project management, and oversight functions for the WIPP site and the NTP as described in this PWS. The Contractor shall ensure programs and processes are in place to provide for personnel safety and health, protection of the environment, and application of Quality Assurance (QA) for its own organization, and its subcontractors; and, to
ensure the safety and health of DOE, DOE support contractors, and other personnel including visitors at the WIPP site. The Contractor shall also ensure emergency response services are provided and available to all site tenants and shall be responsible for the Emergency Operations Center(s).

The Contractor shall support TRU waste generator/storage sites commitments to corresponding federal, state, and local agencies. These commitments currently include:

- Idaho Settlement Agreement and other agreements with Idaho Department of Environmental Quality (IDEQ) for newly generated wastes.
- Oak Ridge Site Treatment Plan and other agreements with the State of Tennessee.
- Hanford Tri-Party Agreement.
- South Carolina Department of Health and Environmental Control (SCDHEC) Agreement with the Savannah River Site (SRS) for newly generated wastes.
- LANL Agreements with NMED for newly generated wastes.

The Contractor shall periodically support conferences, workshops and symposiums to share knowledge, experiences, and lessons learned with national and international colleagues on the WIPP facility. International travel requires prior DOE approval in accordance with DOE O 550.1.

The Contractor shall ensure that its management approach and execution of work are compliant with the applicable statutory and regulatory requirements. The Contractor shall comply with and provide DOE with services necessary for its compliance with all applicable federal, state, and local requirements and agreements. The Contractor shall be responsible for performing any work required during the process of regulatory acceptance, including reviews and comment resolution. The Contractor shall recognize and work within the constraints imposed by this Contract and other regulatory agreements between DOE and regulatory agencies. Regulatory documents include, but are not limited to, all applicable laws, regulations, permits, plans, orders, and agreements.

C.1.0 EM.CB.0080.01.01 CONTRACTOR TRANSITION

The contract transition shall not exceed 90 days, unless extended by the CO. DOE will issue a Notice to Proceed, identifying the effective date of the transition period. During the transition period the Contractor shall: perform activities necessary to transition work from the incumbent Contractor; ensure all work for which the Contractor is responsible under the contract is continued without disruption; provide for an orderly transfer of resources, responsibilities, and accountability from the incumbent Contractor; and provide for the performance of all work in an efficient, effective, and safe manner. The Contractor shall also initiate and execute Performance Measurement Baseline (PMB) development activities in accordance with Section C.7.1.1.2 during the transition period, as approved by the CO.
The Contractor shall perform all activities to support transition, including a due diligence review; system walk-downs; procurement; review and acceptance of programmatic and operational documents and procedures; and shall verify the successful completion of all transition activities prior to the end of transition.

**Transition Plan**

The Contractor shall submit a transition plan for DOE approval no later than seven (7) days after Notice to Proceed. The transition plan shall describe the Contractor’s process for conducting an orderly transition and minimizing any adverse impacts on continuity of operations. The plan shall provide sufficient detail for all transition activities, including but not limited to: the transition schedule with defined milestones, milestone risks, and a mitigation plan for the identified risks; a description of all necessary transition activities (including a process for assignment of subcontracts); written notification to the CO of the Contractor’s intent to accept ownership of existing programs and/or procedures (i.e. “blue-sheeting”) upon assumption of responsibility for the work; and coverage of key functional areas during the transition period.

The transition plan shall address the transfer of Government property currently assigned to the incumbent Contractor to the new Contractor during the transition period including Government furnished and contractor-acquired property (i.e. materials) and associated records.

The Contractor’s transition plan shall include a description of the Contractor’s implementation of the Contractor Human Resource Management (CHRM) clauses found in Section H, including the hiring and training of personnel.

The transition plan shall address coordination with other site entities and ensure continuation of services by the new Contractor upon assumption of Contractor responsibility for the work. The transition plan shall address coordination with other site entities and ensure continuation of services by the new Contractor. The Contractor is responsible for performing due diligence to ensure that all activities, deliverables, and actions to be completed by the end of the transition period are included in the plan.

**Public Release Statement**

Within 72 hours after Notice to Proceed, the Contractor shall release on its own website a brief executive summary of its offer including the following elements:

- Name of Contractor including the identification of teaming partners and subcontractors and a description of the experience that each party brings to the project
- Summary/description of Contractor’s Management Approach
- Organizational Structure and Identification of Key Personnel
- Brief overview of Contractor’s work on similar projects

Source Selection Information — See FAR 2.101 and 3.104
C-5
• Commitments to the Community

• Contractor performance commitments

Mobilization

The Contractor shall mobilize its transition management team to the site no later than 7 days after Notice to Proceed. The objective of the transition period is to establish safety, operations, business, and human resources management that will enable the Contractor to deliver requirements on time and within established funding. At a minimum, the Contractor shall perform the following during the transition period:

• Transition responsibility for all facilities, facility operations, and environmental permits.

• Perform due diligence walk downs and assessments of facilities and other areas.

• Modify or adopt, with DOE approval (as required), incumbent Contractor’s plans and implementing procedures, manuals, and other documents, as well as associated training/qualification curriculum.

• Initiate PMB development activities in accordance with Section C.7.1.1.2, during the transition period as authorized by the CO. The CO will authorize performance of this activity after Contractor review and acceptance of required programs/procedures. The Contractor shall provide a notification of readiness to assume PMB development activities when prepared to assume responsibility and initiate this activity.

Reporting

The Contractor shall provide weekly status reports of transition activities to DOE. The Contractor shall establish routine status meetings with DOE and affected Contractors to review transition activities and issues.

DOE Safeguards and Security (S&S) Survey

During the Contract transition period and prior to assuming control and responsibility for S&S responsibilities, the Contractor shall be subject to a DOE S&S initial survey conducted in accordance with DOE Order 470.4, Safeguards and Security Program. The results of the survey shall be documented and shall form the basis for DOE authorization to assume S&S responsibilities, in particular responsibility for special nuclear material. Following a satisfactory survey, the Contractor shall assume responsibility for all applicable S&S resources, materials, facilities, documents, and equipment.

Plans and Procedures
To ensure continuity of operations, the Contractor shall adopt, as applicable, the incumbent Contractors’ plans and implementing procedures, manuals and associated training/qualification curriculum at the effective date of the transition, provided the Contractor has formally reviewed and accepted the documents to ensure compliance with contract requirements, current regulatory requirements, DOE Orders and directives, and the Contractors’ organizational roles and responsibilities. The Contractor shall adopt, as applicable, the incumbent Contractor’s programs and procedures relating to safety including, for example Safety Analysis Reports (SAR), Technical Safety Requirements (TSR), Radiation Protection Plan, Fire Hazards Analysis, mine safety required plans, and other safety basis documents.

The Contractor shall revise plans and implementing procedures, manuals and operator aids, and associated training/qualification curriculum it deems necessary to accommodate its approach, provided the documents remain in compliance with DOE requirements, and shall maintain its plans, procedures, programs, etc. in accordance with this PWS.

The Contractor shall provide a detailed Blue-Sheeting Strategy within 10 days of the Notice to Proceed, including its intent to adopt existing programs and procedures or revise them. Any new or revised plans or procedures, requiring DOE approval or concurrence during the transition period, shall be submitted expeditiously to allow sufficient time for DOE review. DOE will expedite review of these deliverables when possible.

The Contractor shall provide a certification that it has reviewed, accepted or intends to revise, as necessary, and intends to take ownership of all plans and procedures upon assumption of Contractor responsibility for the work. The certification is due within 45 days of Notice to Proceed.

The Contractor may submit requests to streamline processes related to efficiencies and performance improvement recommendations with graded approaches for implementation of contract requirements (e.g., DOE directives, regulations, and others) for DOE approval throughout the contract period of performance. Requests shall include reviews and recommendations of changes to site standards and implementing procedures for the elimination of unnecessary requirements and/or streamlining of processes. The Contractor shall interface with other site Contractors who may be impacted by the proposed changes, as permitted by the CO.

**Property**

During the transition period, an inventory record of property in the DOE Facilities Information Management System (FIMS) and the incumbent Contractor’s personal property databases will be provided to the Contractor. The Contractor shall perform a joint comprehensive physical inventory with the incumbent Contractor of all accountable high-risk and sensitive property, as defined in the CFR Title 41 Chapter 109, during the transition period, and shall accept full accountability for the high-risk and sensitive property at the end of transition.

Source Selection Information – See FAR 2.101 and 3.104
The Contractor shall accept, at the end of transition, transfer of accountability for the remaining government-owned real and personal property not covered under the previous paragraph based on existing inventory records on an “as-is/where-is” basis, or perform a wall-to-wall inventory within the transition period of the Contract. Any discrepancies with the existing inventory records shall be reported to the CO. At the end of transition, the Contractor shall assume responsibility and liability for subsequent losses and damages. If the physical inventory is not accomplished within the allotted time frame, the incumbent Contractor's records will become the inventory baseline.

Declaration of Readiness

The Contractor shall perform a due diligence review of the Site’s systems and environmental conditions within its assigned area of responsibility to fully document the existing conditions and compliance with requirements. All material differences between the incumbent contractor’s records and the found existing conditions shall be identified, documented, and submitted to DOE as part of its Declaration of Readiness within 75 days of Notice to Proceed. Within the Contractor’s Declaration of Readiness, also, the Contractor shall identify any post-transition activities that may be required to complete transition (e.g., notifications to outside agencies of transfer of co-operator responsibilities, completion of procedure updates), and a schedule for completion.

C.2.0 EM.CB.0081.02.01 CENTRALIZED CHARACTERIZATION PROJECT

The CCP was created by CBFO for the Contractor to standardize the implementation of TRU waste characterization and certification processes at all TRU waste generator/storage sites, to maximize efficiencies and achieve the best value to the Government.

This activity includes placing CCP teams at TRU waste sites designated by CBFO’s NTP to perform the efficient characterization, certification, and transportation of TRU waste. The Contractor-led CCP shall be the single entity within the DOE’s contractor organizations granted the authority by the CBFO manager to characterize and certify TRU waste for transport to and disposal at the WIPP.

After CCP resources are mobilized at a site, the Contractor attains and maintains CBFO certification/recertification to provide compliant TRU characterization/certification services at each of the assigned sites. The Contractor provides CCP services at the following sites at a minimum, to ensure uninterrupted TRU waste shipments to WIPP:

- Savannah River Site (SRS)
- Los Alamos National Laboratory (LANL)
- Hanford
- Idaho National Laboratory (INL)
CCP must certify CH-TRU and RH-TRU waste payload containers to meet the WIPP programmatic requirements before the waste is transported to WIPP for disposal. The regulatory basis for the WIPP programmatic requirements is primarily traceable to the safety requirements taken from the WIPP DSA; the transportation requirements for CH wastes of the Transuranic Package Transporter-II (TRUPACT-II), Transuranic Package Transporter-III (TRUPACT-III), and HalfPACT Certificates of Compliance; the transportation requirements for RH wastes of the RH-TRU 72-B and 10-160B Certificates of Compliance; the WIPP LWA; the WIPP Hazardous Waste Facility Permit; the EPA’s Compliance Recertification Decision and approval for Polychlorinated Biphenyls (PCBs) disposal; and the EPA’s letter of approval of the DOE’s RH-TRU Waste Characterization Program.

CCP services include TRU waste characterization/certification as described in Section C.2, and loading of transportation conveyance for shipment as described in Section C.3 to WIPP for disposal, or to a hub or a central characterization facility for subsequent shipment and disposal at WIPP, as directed by CBFO. CCP services also include generator site interface activities (e.g., NTP User’s Group, TRU Waste Inventory Database, and Waste Data System/WIPP Waste Information System (WDS/WWIS)).

CCP shall support the Performance Demonstration Program (PDP). The purpose of the Nondestructive Assay (NDA) PDP is to demonstrate the capability of each participating measurement system and facility to meet the data quality objectives stated in the WIPP WAC.

At each site, CCP personnel shall comply with that site’s requirements, agreements made between the site and CCP and any additional parties, and the site’s local and state requirements.

**C.2.1 EM.CB.0081.02.01.01 CONTACT HANDLED (CH) WASTE CERTIFICATION**

The Contractor shall:

1) Develop and maintain CBFO-approved TRU waste characterization/certification program(s) for CH TRU waste at sites designated by CBFO.

2) Deploy and set-up mobile characterization equipment and TRU waste sites within 120 days of CBFO direction or as negotiated by CBFO.

3) Perform analysis of nuclear, radiological, and chemical constituents of the waste to characterize and certify CH waste to identify hazards, develop operational and administrative safeguards and precautions, and develop documentation required to meet WIPP programmatic requirements as described in Section C.2.0 above, prior to waste loading and departing the generator site.
4) Support CH TRU waste generator/storage sites for any readiness review activities and/or other activities associated with its on-site operations (e.g., characterization operations on simulated waste containers) in accordance with the WIPP-certified program requirements.


**C.2.2 EM.CB.0081.02.01.02 REMOTE HANDLED (RH) WASTE CERTIFICATION**

The Contractor shall:

1) Develop and maintain CBFO-approved TRU waste characterization/certification program(s) for RH TRU waste at sites designated by CBFO.

2) Deploy, set-up and maintain mobile characterization equipment at generator/storage sites within 120 days of CBFO direction.

3) Perform analysis of nuclear, radiological, and chemical constituents of the waste to characterize and certify RH waste to identify hazards, develop operational and administrative safeguards and precautions, and develop documentation required to meet WIPP programmatic requirements, as described in Section C.2.0 above, prior to waste loading and departing the generator site.

4) Support RH TRU waste generator/storage sites for any readiness review activities and/or other activities associated with its on-site operations (e.g., characterization operations on simulated waste containers) in accordance with the WIPP-certified program requirements.


**C.2.3 EM.CB.0081.02.01.03 TRU WASTE SITE INTERFACE**

The Contractor shall:

1) Support NTP User’s Group activities.

2) As a WIPP co-permittee, the Contractor shall perform Generator Site Technical Reviews (GSTRs) of the DOE TRU waste generator/storage sites.

3) Operate and maintain the WDS and provide technical support to TRU waste generator/storage sites.
4) Review waste stream data, payload data, and certification of compliance with WIPP WAC and DOT requirements through the WDS for completeness and acceptability prior to authorizing the release of each shipment.

**C.2.4 EM.CB.0081.02.01.04 TRU WASTE SITE MOBILE LOADING SERVICES**

The Contractor shall:

1) Perform mobile loading activities including building payloads, HalfPACT, TRUPACT-II, TRUPACT-III, RH 72-B operations, leak testing, and Transportation Certification (both for CH and RH TRU waste) prior to release of shipments for transport in accordance with the eight-week rolling schedule.

2) Maintain, repair or replace all mobile loading equipment, and ensure the associated Measurement & Testing Equipment (M&TE) is calibrated/recalibrated as required.

**C.2.5 EM.CB.0081.02.01.05 PERFORMANCE DEMONSTRATION PROGRAM**

The Contractor shall:

1) Accept and confirm proper chain-of-custody PDP samples (drum and box).

2) Perform assay of surrogate PDP waste containers in a manner identical to the assay of TRU waste performed by the CBFO-certified program.

3) Perform PDP data analysis in accordance with CBFO approved CCP procedures.

4) Adhere to procedures, standards, requirements and responsibilities within the PDP Management Plan, PDP NDA of Drummed Wastes and PDP NDA of Boxed Wastes.

**C.3.0 EM.CB.0090.03.01 TRANSPORTATION ACTIVITIES**

Transportation activities include coordination with CBFO and the transportation carrier contractor (who physically makes the shipments) to provide safe, compliant, and timely shipments of TRU waste, as described in section C.3.1. In addition, activities include procurement and maintenance of NRC-certified packages and internal containers/payloads and other transportation equipment for TRU waste shipments as described in section C.3.2.

**C.3.1 EM.CB.0090.03.01.01 SHIPPING COORDINATION**

The Contractor shall:

1) Coordinate and ensure an integrated approach with CBFO and the transportation carrier contractor, including scheduling and dispatching, for the transportation of:
- TRU waste from TRU waste sites to WIPP
- Site-to-site shipments (not to WIPP)
- Empty shipments from WIPP to TRU waste sites
- Transportation trailers for non-routine maintenance
- Packaging for maintenance
- Mobile loading equipment

2) Provide the DOE-specified training/refresher training to carrier personnel as listed in attachment J-7, on a timely basis to ensure driver availability.

3) Develop, coordinate and distribute required shipment schedules and reports, including weekly distribution of the 8-week rolling shipping schedule and summary schedule and any revisions approved by the CBFO.

4) Communicate/coordinate with TRU waste site shipping staff, transportation corridor stakeholders and CBFO Office of National TRU Program (ONTP) staff regarding shipping schedule.

5) Prepare the required shipping paperwork for shipments of empty packaging from WIPP to generator/storage sites.

6) Review required shipping paperwork of all TRU waste shipments to WIPP to verify compliance with transportation requirements prior to release for departure.

7) Conduct activities necessary to open and maintain new and existing shipping corridors and provide emergency response training along shipping corridors, which include State-Tribal Education Partnership (STEP)/Commercial Vehicle Safety Alliance (CVSA)/hospital training and exercise coordination, corridor emergency preparedness, and TRANSCOM interface.

8) Identify, analyze and resolve issues related to waste transportation management with states, tribes and local government officials.

9) Maintain a plan to manage the transportation Incident Accident Response Team (IART), to provide trained and qualified personnel for response to transportation emergency events.

10) Coordinate with the TRANSCOM contractor to ensure the TRANSCOM system tracks and manages TRU waste shipments. The TRANSCOM Contractor is responsible for system operability.

C.3.2 EM.CB.0090.03.01.02 TRANSPORTATION PACKAGING & EQUIPMENT

The Contractor shall:

1) Maintain NRC-certified packaging (i.e., TRUPACT-II, TRUPACT-III, HalfPACT, and 72-B cask) and U.S Department of Transportation (DOT) 7A Type A containers and records for
packaging fabrication and maintenance. The Contractor is the design authority for WIPP type B packaging, payload containers, transport trailers and MLUs. The Contractor is responsible for the design, configuration management, and maintenance of this equipment. Other packaging and containers may be added to the existing inventory based on future program requirements.

2) Maintain a packaging program that complies with the requirements of 10 CFR 71 Subpart H.

3) Maintain/amend certificates of compliance and safety analysis reports for NRC-certified packaging and internal containers/payload configurations (i.e., Type B Packaging and Type A containers).

4) Provide solutions to technical and regulatory issues related to NRC-certified packaging.

5) Prepare draft amendments to the Certificates of Compliance for NRC-certified packaging to authorize new internal containers and payload configurations for transport and to justify modifications to the existing conditions of use, and procure HalfPACT NRC-certified packages, in support of new shielded containers designs.

6) Provide technical and quality oversight for the procurement of NRC-certified transportation packaging, and procure as necessary.

7) Submit NRC certification requests and Safety Analysis Report for Packaging (SARPs) for new and existing packaging.

8) Maintain the Centralized Procurement Program (CPP) to design, procure, and maintain Type A TRU waste containers and other consumable items, and coordinate with generator/storage sites on container needs/procurement.

9) Maintain, repair or replace transportation trailers (RH & CH), Mobile Loading Unit (MLU) trailers and other transportation related equipment, as necessary.

**C.4.0 EM.CB.0080.04.01 WIPP OPERATIONS**

The objective of this section is to operate and maintain the WIPP facility, and receive, unload, and download waste to the underground for TRU waste disposal, to mine additional space for TRU waste disposal and operations, and to maintain the stability of the mined underground areas (ground control).

To ensure that WIPP operations are conducted in a manner that is disciplined and structured to support mission success and promote worker, public, and environmental protection, activities include implementation of a Conduct of Operations Program that complies with the requirements of DOE Order 422.1, *Conduct of Operations*.

**C.4.1 EM.CB.0080.04.01.01 WASTE HANDLING OPERATIONS**
Activities include proactively working with the generator/storage sites to develop safer and more efficient strategies/methods to move TRU waste from their sites to the WIPP, and venting Type B packages loaded with TRU waste such that the NRC venting time limits are met.

C.4.1.1 EM.CB.0080.04.01.01.01 CH WASTE HANDLING OPERATIONS

The Contractor shall:

1) Perform CH waste processing and underground waste emplacement, taking into account approved shipping outages to accommodate plant improvements.

2) Operate and maintain the CH waste handling equipment above and below ground to unload, store, and emplace TRU waste.

3) Maintain an inventory of overpack containers at the WIPP Site to secure/protect non-compliant waste containers that are received.

4) Monitor for high Volatile Organic Compounds (VOC), radon, or other high noxious gas conditions at the TRUDOCK platforms, and warn personnel of such conditions.

5) Perform decontamination activities to mitigate and recover from radioactive releases from CH waste containers as determined by the Contractor’s radiological control program.

C.4.1.2 EM.CB.0080.04.01.01.02 RH WASTE HANDLING OPERATIONS

The Contractor shall:

1) Restart RH TRU waste canister processing capabilities to include unloading and transferring canisters, transporting to the underground, emplacing RH TRU waste canisters into Contractor-drilled boreholes in the underground waste panels, and performing final shield plugging.

2) Develop and implement, as appropriate, newly designed methods for emplacement of RH waste that provide a benefit to the overall safety, schedule, and/or cost.

3) Operate and maintain the RH waste handling equipment above and below ground to unload, store, and emplace RH TRU waste.

4) Perform recovery activities from events involving RH waste containers as determined by the Contractor’s radiological control program.

C.4.2 EM.CB.0080.04.01.02 SURFACE OPERATIONS & MAINTENANCE
Activities include operating and maintaining WIPP systems, structures and components on the surface of the facility as described in sections C.4.2.1 and C.4.2.2 below. Key WIPP systems on the surface include, but are not limited to:

- Electrical distribution systems
- Water supply systems (potable and fire suppression)
- Ventilation systems (heating, cooling and confinement)
- Compressed air systems
- Sewage and drainage systems
- Communications and alarm systems
- Monitoring and detection systems
- Lighting Systems

C.4.2.1 EM.CB.0080.04.01.02.01 FACILITY SITE OPERATIONS & MONITORING

The Contractor shall:

1) Operate and monitor the WIPP surface facilities and equipment, including utilities (e.g., electrical power distribution, heating and ventilation, compressed air, domestic water supply, waste water treatment, communication, and fire detection, protection and suppression), on a 24 hours a day, seven (7) days a week basis.

2) Operate the Central Monitoring Room (CMR) as the primary communication center on a 24 hours a day, seven (7) days a week basis, and coordinate integrated facility operational and transportation activities. The facility operational activities include, but are not limited to, plant equipment startups/shutdowns, system alignments, establishment of waste handling and waste storage operational modes. The transportation activities include, but are not limited to, promptly communicating issues to transportation carrier drivers that they should be aware of (e.g., weather warnings, road closures along shipment routes, etc.), communicating/coordinating with stakeholders, transportation carrier, CBFO, and TRANSCOM Contractor, as required.

C.4.2.2 EM.CB.0080.04.01.02.02 SURFACE MAINTENANCE & REPAIR

The Contractor shall:

1) Provide preventive, predictive, and corrective maintenance on all surface facilities and equipment. Scheduled/required maintenance shall not be deferred.

2) Perform repairs required for restoration of plant facilities, utilities, systems, pavements, grounds and process equipment. This also includes roadway and parking lot maintenance, and maintenance of access roads to the site (e.g. North and South Access Roads), and all well sites.

3) Maintain an electronic and readily-accessible database of maintenance history for all surface systems, structures, components at the WIPP Site.
4) Perform infrastructure services, which include surveillance, maintenance, janitorial services, grounds maintenance, snow removal, and pest control.

C.4.2.3 EM.CB.0080.04.01.02.03 WAREHOUSE

The Contractor shall:

1) Provide a material control management program that ensures the administration of government goods and assets received, shipped, stored and issued.

2) Maintain facilities to protect all materials in environmentally appropriate storage.

3) Maintain equipment to prevent deterioration or obsolescence while in storage.

4) Administer the Equipment Held for Future Projects Program.

5) Inspect and maintain the warehouse and hazardous materials storage area.

6) Procure and store spare parts necessary to support site maintenance.

7) Maintain an electronic and readily-accessible database of all equipment in storage.

C.4.3 EM.CB.0080.04.01.03 UNDERGROUND OPERATIONS & MAINTENANCE

Activities include operating and maintaining WIPP systems, structures and components in the facility underground or as used for access to/from the facility underground as described in sections C.4.3.1 through C.4.3.4 below. Key WIPP systems on the surface include, but are not limited to:

- Electrical distribution systems
- Ventilation systems (heating, cooling and confinement)
- Compressed air systems
- Communications and alarm systems
- Monitoring and detection systems

C.4.3.1 EM.CB.0080.04.01.03.01 MINING

The Contractor shall:

1) Plan, schedule and develop on a “just-in-time” basis underground waste disposal panels.

2) Outfit newly mined panel(s) to meet certification prior to previous waste panel being filled.

3) Complete panel closures when filled.
C.4.3.2 **EM.CB.0080.04.01.03.02 GROUND CONTROL**

The Contractor shall:

1) Maintain the structural integrity of the underground portion of the WIPP in compliance with the applicable CFR, and DOE Orders.

2) Install and maintain mechanical and hand scaling equipment, as well as standard, supplemental and specialized ground control systems and material, as necessary.

3) Install, as necessary, maintain, and monitor a geotechnical instrumentation system in the underground facility, including shafts, stations, access drifts, disposal panels and other accessible areas.

4) Analyze and assess the geo-mechanical performance of the excavations, assess ground support performance, perform numerical modeling assessments of the projected performance of the facility.

5) Monitor and assess ground conditions, test and evaluate performance of installed ground support systems and development of new systems.

6) Operate, monitor, and evaluate the seismic activity near the WIPP site, and maintain the network of seismograph stations located in the vicinity of the site.

7) Consider and develop as appropriate, new technologies and capabilities to provide better and more real-time geotechnical data to the geotechnical group.

C.4.3.3 **EM.CB.0080.04.01.03.03 HOISTING**

The Contractor shall:

1) Ensure availability of the Waste, Salt and Air Intake hoists, as well as any future hoisting systems installed during the period of this contract, and maintain the systems and shafts in a safe, efficient and environmentally sound manner.

2) Provide access for personnel, materials and equipment to the underground, as scheduled, for waste disposal and support personnel.

C.4.3.4 **EM.CB.0080.04.01.03.04 UNDERGROUND MAINTENANCE & REPAIR**

The Contractor shall:

1) Provide preventive, predictive and corrective maintenance on all underground and hoisting equipment. This includes replacing aged equipment and/or contaminated equipment.
underground equipment with newer compliant models to ensure equipment is safe for use.

2) Perform repairs required for restoration of underground and hoisting systems and equipment.

3) Maintain an electronic and readily-accessible database of maintenance history on all underground equipment.

C.5.0 EM.CB.0080.05.01 PROJECTS

The WIPP site currently has three ongoing Line Item Capital Asset Projects (CAPs) that are being completed to improve the site’s operating efficiency and discharged air quality. In addition, there are a number of infrastructure improvement projects such as General Plant Projects, major items of equipment, and major maintenance and repair projects that are scheduled for completion during execution of this contract. These projects shall be managed in accordance with Section C.7.1.1, Project Management, of this PWS.

C.5.1 EM.CB.0080.05.01.01 LINE ITEM CAPITAL ASSET PROJECTS

Activities include executing Line Item CAPs as defined by, and in accordance with, DOE Order 413.3, Program and Project Management for the Acquisition of Capital Assets. The ongoing Line Item CAPs anticipated to be under construction during the term of this contract are described below in Sections C.5.1.1 through C.5.1.3.

Additional CAPs are anticipated for the contract period of performance to address degraded and obsolete NTP and WIPP facility conditions and equipment and to modernize the NTP and WIPP facility and equipment to execute the CBFO long-term mission.

C.5.1.1 EM.CB.0080.05.01.01.01 SAFETY SIGNIFICANT CONFINEMENT VENTILATION SYSTEM (SSCVS) PROJECT (15-D-411)

At CD-2/3 approval, the Safety Significant Confinement Ventilation System (SSCVS) project scope included construction of a New Filter Building (NFB), Salt Reduction Building (SRB), Fabrication and Assembly Building (FAB), installation of a trailer complex, and demolition of the existing surface ventilation system once the NFB and SRB are turned over to operations. The SSCVS and supporting infrastructure can be operated in a High Efficiency Particulate Air (HEPA)–filtered mode or an unfiltered mode of operation up to 540,000 cubic feet per minute (cfm).

The NFB will house HEPA filter units, housings, fans, motors, variable frequency drives, connecting ductwork, and air plenums. The SRB will house de-dusters, de-misters, exhaust stack, supporting duct work, and standby diesel generators.

A re-baseline of this project is in the process of being completed, which may result in changes to what is described above.

Source Selection Information – See FAR 2.101 and 3.104

C-18
The Contractor shall:

1) Complete construction of a new SSCVS, and all ancillary equipment, and the Contractor’s approved SSCVS Project Management Plan (PMP).

2) After construction is complete, commission, startup (complete Operational Readiness Review (ORR) and obtain CD-4), turn over to operations and begin/sustain routine operations of the SSCVS as part of Section C.4.2.1.

3) Complete the SSCVS project on time, and within budget.

C.5.1.2 EM.CB.0080.05.01.01.02 UTILITY SHAFT (US) PROJECT (15-D-412)

At CD-2/3 approval, the Utility Shaft (US) project scope included the construction of a new 30-foot-diameter Air Intake Shaft (AIS) (up to 520,000 cfm inflow) to the underground WIPP repository that provides an unfiltered exhaust pathway for mining dust through the existing AIS (converted into an exhaust shaft) and exhaust stack (minimum 150,000 cfm outflow) with the remainder of the air supplied to the repository.

A re-baseline of this project is in the process of being completed, which may result in changes to what is described above.

The Contractor shall:

1) Complete construction of a new US (will be referred to as Shaft #5 when complete), and all ancillary equipment, in accordance with the approved design, and the CBFO US PEP.

2) After construction is complete, commission, startup (complete ORR and obtain CD-4), turn over to operations, and begin routine operations of Shaft #5.

3) Complete the US project on time, and within budget, as established in the CBFO US PEP.

C.5.1.3 EM.CB.0080.05.01.01.03 HOISTING CAPABILITY PROJECT (21-D-401)

The mission of the Hoisting Capability (HC) project, and associated infrastructure, is to provide safe, efficient, and reliable hoisting in Shaft #5 for mined salt, equipment, and personnel, as determined by the approved alternative. It is anticipated that this project will be placed on hold following issuance of the Analysis of Alternatives (AoA) report. This project is expected to be resumed in FY 2024.

The Contractor shall:

1) Based on results of the AoA, perform conceptual design work toward the preferred alternative to support CD-1 approval.
2) Design, construct, install, commission, startup (complete ORR and obtain CD-4) turn over to operations, and begin routine operations of the hoisting capability inside Shaft #5 to provide additional hoisting for mined salt, equipment, and personnel from the WIPP surface facility to the underground facility.

3) Develop the Performance Baseline and obtain CD-2/3 approval.

4) Construct a new HC project, and all ancillary equipment, in accordance with the approved design, and the CBFO HC PEP.

5) Complete the HC project on time, and within budget, as established in the CBFO HC PEP.

C.5.2 EM.CB.0080.05.01.02 INFRASTRUCTURE PROJECTS

Activities include executing NTP and WIPP facility Infrastructure Projects (i.e., projects and major procurements to address degraded and obsolete conditions and equipment) in accordance with the requirements of Section 5.2.1 through C.5.2.3 below.

C.5.2.1 EM.CB.0080.05.01.02.01 GENERAL PLANT PROJECTS (GPP)

The Contractor shall:

1) Execute General Plant Projects (GPP) as defined by and in accordance with Section C.7.1.1, Project Management, of this PWS. The potential anticipated NTP and WIPP facility GPPs in the contract period of performance are the following:

- WIPP Site Network Infrastructure Upgrade
- AIS Refurbishment
- Environmentally Controlled Warehouse (SSCVS FAB will be converted)
- Fire House
- Utility Upgrades such as Water Supply and Distribution System, Fire Suppression System, Compressed Air System, Electrical Distribution, Telephone, and Sanitary Waste Disposal System
- Site Generated Waste Storage Area
- Expansion of Storm Water Capacity
- Public Address System Recapitalization
- Waste and Salt Hoist Controllers Replacement
- CMS Software, Servers, Controller, and Firewall
- Site-wide Radio System
- Electronic Document Management System (EDMS) Storage Infrastructure
- Local Processing Unit Programmable Logic Controllers on Surface and Underground
- Slurry Seal South Access Road
2) Plan GPP projects for 10 rolling years, with cost estimates and schedule for completion, on an annual basis, pursuant to the EM Project Management Policy and Protocol, and based on FIMS.

C.5.2.2 EM.CB.0080.05.01.02.02 MAJOR ITEMS OF EQUIPMENT

The Contractor shall:

1) Procure and install Major Items of Equipment (MIE) in accordance with Section C.7.1.1, Project Management. The potential anticipated MIE during the contract period of performance are the following:
   - Adjustable Center of Gravity Lift Fixtures (ACGLFs)
   - Automatic Guided Vehicles (AGVs)
   - Replace high emitting diesel powered underground equipment (e.g., haul trucks, load haul dumps, roof bolters, forklifts, generators) with battery electric powered equipment by December 2025.

2) Plan MIE projects for 10 rolling years, with cost estimates and schedule for completion, on an annual basis, pursuant to the EM Project Management Policy and Protocol, and based on FIMS.

C.5.2.3 EM.CB.0080.05.01.02.03 MAJOR MAINTENANCE AND REPAIR PROJECTS

The Contractor shall:

1) Execute Major Maintenance and Repair (M&R) Projects, in accordance with Section C.7.1.1, Project Management. The potential anticipated M&R Projects in the contract period of performance is the Salt Shaft Loading Pocket Refurbishment.

2) Plan MRR projects for 10 rolling years, with cost estimates and schedule for completion, on an annual basis, pursuant to the EM Project Management Policy and Protocol and based on FIMS.

C.6.0 EM.CB.0080.06.01 EXPERIMENTAL AND TESTING ACTIVITIES

The WIPP facility provides an ideal underground environment for experiments, tests, and activities in many scientific disciplines, including particle astrophysics, waste repository science, hydrological, thermal-mechanical response in salt rock, mining technology, low-radiation dose, physics, and deep geophysics. These experiments are proposed and conducted by the Contractor as well as other organizations, as described below. The WIPP facility offers its mine operations infrastructure and space in the northern experimental area of the underground to researchers, scientists, and experimentalists requiring a deep underground setting with dry conditions and very low amounts of naturally occurring radioactive materials.

The CBFO Chief Scientist manages the experimental and testing activities in the WIPP underground. A Technical Coordination Office (TCO) has been developed to act as a liaison
between the WIPP Underground users’ group (LANL-CO, SNL-CPG, various Universities and other entities), CBFO Office of WIPP, and the Contractor to ensure experimental, testing, and operational goals are met. The TCO consists of a team coordinated by the LANL-CO office, and provides information to the CBFO Chief Scientist.

C.6.1 EM.CB.0080.06.01.01 SUPPORT FOR EXPERIMENTAL AND TESTING ACTIVITIES AND PROGRAMS

The Contractor shall:

1. Support and conduct underground experimental/testing activities and programs, safety oversight, infrastructure, and maintenance.

2. Provide safety oversight, infrastructure, maintenance, experimental/test support, for the experiments, tests, and activities.

3. Support the TCO.

C.6.2 EM.CB.0080.06.01.02 EXPERIMENTAL AND TESTING INITIATIVES

The Contractor shall:

1. Propose and execute experimental and testing initiatives that have the objective of improving the WIPP operational efficiency of the WIPP facility (e.g. Yield Pillar Mining, Slings, Steel Sets, etc.).

C.7.0 EM.CB.0080.07.01 WIPP PROGRAM SUPPORT

Activities, projects, and operations within the contract PWS require resources in core functions to provide support to achieve a common purpose or goal undertaken or proposed in an assigned mission area. Program Support is categorized by requirements for accomplishing a definite objective(s), and accomplished using a defined management system.

A defined management system ensures any work described in this PWS, performed for management or operation, requiring or involving responsibility for work that affects, or may affect, DOE sites, facilities, programs or activities (including work that may take place outside the physical boundaries of a DOE facility, such as design or analytical services), is controlled.

Management systems requiring collaboration, or that result in deliverables, in order to achieve full performance, will be identified as such, and referenced according to the clause in Section J entitled, Contract Deliverables List.

C.7.1 EM.CB.0080.07.01.01 PROJECT PLANNING AND CONTROL

Activities include providing the project management system, including scope, schedule and cost baseline development and control, and performance analysis and reporting of cost, schedule, and technical progress. Included are the budget development and execution process, and the coordination and submission of all program data to the Integrated Planning, Accountability, and

Source Selection Information – See FAR 2.101 and 3.104
C-22
Budgeting System (IPABS) – Information System as well as other DOE long-range, multi-program plans. Also included in this element is the executive level of management which provides the overall technical, operational and administrative direction for all National TRU Program and WIPP functions.

C.7.1.1  EM.CB.0080.07.01.01.01 PROJECT MANAGEMENT

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, baselines, disciplined change control processes and service level agreements.

The Contractor shall prepare and submit a Project Management Plan (PMP) for DOE approval consistent with the requirements in DOE Order 413.3, Program and Project Management for the Acquisition of Capital Assets and the EM Project Management Policy and Protocol. The capital asset projects do not need to be standalone project management plans and instead may be an appendix to the PMP.

The Contractor shall provide all management and technical information to:

1. Meet the requirements of DOE Order 413.3, Program and Project Management for the Acquisition of Capital Assets, when applicable.

2. Support the budget formulation activities including, emerging work items list; budget formulation input (including Integrated Priority List); the fall budget update submission; budget scenario development; and budget presentations (such as public and regulatory briefings, etc.).

3. Meet the data requirements of the DOE IPABS and the Project Assessment and Reporting System (PARS II). Data for all scope, shall be uploaded into PARS II in accordance with the Contractor Project Performance Upload Requirements document maintained by the DOE Office of Project Management.

4. Ensure transparency in project performance and efficiency in project execution.

5. Support audits, evaluations, and external technical reviews of all CBFO-funded operations activities and projects.

6. Support other DOE project performance assessments and information needs.

7. 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.7.1.1.1  EM.CB.0080.07.01.01.01.01 PROJECT INTEGRATION AND CONTROL AND EARNED VALUE MANAGEMENT
The Contractor shall provide an Earned Value Management System Description (EVMSD) that complies with the requirements of Section H Clause, *Earned Value Management System*, the Electronic Industries Alliance EIA-748 Earned Value Management System Acceptance Guide and EIA-748 Earned Value Management Intent Guide, and DOE Order 413.3, *Program and Project Management for the Acquisition of Capital Assets*.

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.

The EVMSD shall include:

1. The baseline development process and the hierarchy of documents that shall be used to describe and maintain the PMB of all work activities that are funded by CBFO for this Contract/PWS;

2. Identification of the systems, tools and software and integration of these systems with the Work Breakdown Structure (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 that is consistent with DOE/CBFO-95-1122, CBFO Programmatic 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, and be maintained and updated as responsibilities, and key management personnel change; and

7. A list of project software the Contractor proposes to use for project control.

The Contractor shall comply with the requirements of the Section H Clause, DOE-H-2024, *Earned Value Management System*, and, if required, have the EVMS evaluated against the EIA-748 standard by the DOE Office of Project Management (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. The Contractor shall provide all necessary support to conduct the initial and any subsequent evaluations and closure of all corrective actions.

The Contractor shall also flow down EVMS requirements in accordance with the Section H Clause, DOE-H-2024, *Earned Value Management System*.

**C.7.1.1.2 EM.CB.0080.07.01.01.01.02 PERFORMANCE MEASUREMENT BASELINE**
The Contractor shall develop, provide, and manage to its DOE approved PMB, and supply lifecycle scope, schedule, and cost baseline information, to DOE for overall site integration. The Contractor shall support CBFO/CTAC’s development of a Federal Life Cycle Site Estimate (FLSE), a Federal Integrated Site Baseline, and a site strategic plan that is consistent with the EM Strategic vision. 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.

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:
   a) Contract PWS and other Contract sections that define work scope and requirements;
   b) Waste site and facility lists, as applicable;
   c) Approved interface agreements; and
   d) 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 [CLIN]).

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:
   a) Estimating;
   b) Scheduling;
   c) Budgeting; and
   d) Project performance reporting (as required under this contract).

2. Control accounts within the WBS shall be identified; and

3. The baseline and management thereof shall comply with EIA-748 Earned Value Management Systems and DOE Order 413.3, Program and Project Management for the Acquisition of Capital Assets.

The schedule shall:

Source Selection Information – See FAR 2.101 and 3.104
(1) Include all significant external interfaces, regulatory and Defense Nuclear Facilities Safety Board commitments.

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

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

(4) Include any additional working level schedules deemed necessary by the Contractor, integrated with the PMB, and be able to provide earned value reporting in compliance with EIA-748.

(5) Include the PMB cost estimate with the project resource plans, detailed resource estimates, basis of estimates, budgetary requirements, and identification of direct costs, indirect costs, management reserve, and fee.

(6) Include the method used to determine earned value for each control account.

(7) Include an update to the Enterprise Project Structure Node of the DOE Primavera P6 (P6) Schedule Database with the Primavera XER files for the baseline and current performance schedules.

The PMB shall be accessible to DOE at any time through access to electronic software and native data files and be logically tied, driven and integrated with:

(1) Financial system(s) for consistency and accurate reporting of information with traceability to budget and reporting requirements.

(2) DOE, congressional, regulatory, and external commitments.

(3) Performance milestones, including contract performance incentives and other performance measures established by DOE.

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 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.

The Contractor shall provide additional data that may be required by the DOE for development of the life-cycle baseline and DOE Integrated Master Plan (IMP).
The Contractor shall support DOE External Independent Review and Energy Systems Acquisition Advisory Board (ESAAB) review of the initial submittal of the PMB and follow-on reviews of annual updates.

The Contractor shall prepare Fiscal Year Work Plans (FYWP) that include narrative descriptions of the upcoming fiscal year, monthly spend plans and monthly metrics expected to be achieved. These FYWPs shall be provided for DOE review for the upcoming fiscal year by August 31.

C.7.1.2  EM.CB.0080.07.01.01.02 PROJECT PERFORMANCE REPORTING

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 assessment and information needs. Performance reporting should be made available through the incumbent’s Project Control Reporting System (PCRS).

C.7.1.2.1  EM.CB.0080.07.01.01.02.01 MONTHLY PERFORMANCE REPORT

The Contractor shall submit to DOE a Monthly Performance Report no later than the 15th of each calendar month representing the prior month’s performance.

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 PBS level.

The summary of overall contract performance shall include:

(1) Key accomplishments

a) Major issues including actions required by the Contractor and DOE;

b) Analysis of funds expenditure, with projections for the Project by Fiscal Year and life of the Contract;

c) Technical scope, schedule, and cost variance analysis; including implications to near term and long-term milestones and deliverables at risk of being missed;

d) Discussion of corrective actions currently in place to address performance issues including initiation date of corrective actions; and

e) Information on any safety or quality matters that emerged or persisted during the reporting month.

Each of the major project reports shall include:

(2) Project manager’s narrative assessment including:
a) Significant accomplishments and progress towards completion of project goals and objectives

b) Key risks and challenges; and

c) Evaluation of safety performance (including Integrated Safety Management Systems [ISMS] metrics and all recordable injuries, lost-time injuries, and near misses);

(3) Business structure information to demonstrate ongoing compliance with the requirements of the Section H clause entitled, *Subcontracted Work*;

(4) Project Baseline Performance including:

a) EVMS information using the following Office of Management and Budget (OMB) Contract Performance Report formats Data Item Description ([DID]-MGMT-81466);

b) Format 1, DD Form 2734/1, Mar 05, Work Breakdown Structure;

c) Format 2, DD Form 2734/2, Mar 05, Organizational Categories;

d) Format 3, DD Form 2734/3, Mar 05, Baseline;

e) Format 4, DD Form 2734/4, Mar 05, Staffing; and

f) Format 5, DD Form 2734/5, Mar 05, Explanations and Problem Analysis;

(5) The Monthly Contract Performance Reports shall be provided in the format forms referenced in Integrated Program Management Report (IPMR) DID DI-MGMT-81861 unless the Contract specifies otherwise;

(6) Contract Funds Status Report (CFSR) shall be provided in accordance with DID, DI-MGMT-81468, CFSR, or equivalent;

(7) Baseline schedule status, which reflects progress against the baseline and includes critical path analysis, performance trends, variance discussion(s), and potential issues related to milestones;

(8) Contract Estimates to Completion (ETCs) and Estimates at Completion (EACs);

(9) A change control section that summarizes the scope, technical, cost, and/or schedule impacts resulting from any implemented actions; and that discusses any known or pending baseline changes and utilization of management reserve;

(10) Contract and Project risk assessment, including identification of critical risks, actions planned, and actions taken to address those risks, potential problems, impacts, and alternative courses of action, including quality issues, staffing issues, assessment of the

**Source Selection Information – See FAR 2.101 and 3.104**

C-28
effectiveness of actions taken previously for significant issues, or the monitoring results of recovery plan implementation;

(11) The contract and project risk assessment shall also identify the engineering and technology to reduce the risk and uncertainty with the project; and

(12) Actions required by DOE.

C.7.1.2.2 EM.CB.0080.07.01.01.02.02 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.

C.7.1.3 EM.CB.0080.07.01.01.03 COST ESTIMATING

Cost estimates shall be credible, well documented, accurate, and comprehensive. 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, Cost Estimating, and Section H Clause, Task Ordering Procedure of this Contract and using The Twelve Steps of High-Quality Cost Estimating Process identified by the GAO in GAO-09-3SP, GAO Cost Estimating and Assessment Guide, for all priced Contract actions exceeding the simplified acquisition threshold.

C.7.1.4 EM.CB.0080.07.01.01.04 SCHEDULING

The Contractor shall support DOE in the development and maintenance of a DOE IMP upon DOE HQ development of a standardized coding structure. The Contractors PMB and Integrated Master Schedule (IMS) shall utilize any DOE provided coding structure to integrate the Contractor’s activities and capital asset projects into the DOE Program 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 other site contractors to construct the IMP.

The Contractor shall develop the IMS in accordance with the National Defense Industrial Association’s Planning & Scheduling Excellence Guide (v3.0), and EIA748 Guidelines. The Contractor’s IMS shall be resource loaded.

C.7.1.5 EM.CB.0080.07.01.01.05 RISK MANAGEMENT

Successful execution of the CBFO mission to safely, compliantly, and efficiently characterize/certify, transport, and permanently dispose of defense-generated TRU waste requires an integrated risk management program where crosscutting risks and mitigation actions are identified, communicated, and coordinated with DOE and other contractors involved in the mission. The conduct of risk management shall result in risk informed prioritization of program,
project and infrastructure investments that facilitate successful project execution and program management.


The Contractor shall submit a Risk Management Plan (RMP) to DOE for approval. 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.

The Contractor shall communicate its risk analysis pertaining to crosscutting decisions to DOE and other site contractors, 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 CBFO mission (described above) where possible.

C.7.1.6 EM.CB.0080.07.01.01.06 INFORMATION TECHNOLOGY (IT) SERVICES, COMMUNICATIONS AND CYBER SECURITY

Activities include maintaining an IT infrastructure that includes servers, desktop and mobile workstations, telecommunications, network infrastructure, data collection, and reporting systems, and all other IT functions necessary to support the activities and requirements of this contract.

The Contractor’s approach to this requirement may include approved Federal Risk and Authorization Management Program (FedRAMP) systems, commercial IT services, i.e. “cloud” services, local self-supported IT systems and applications, or some combination of these.

C.7.1.6.1 PROTECTION OF CLASSIFIED AND CONTROLLED SENSITIVE UNCLASSIFIED INFORMATION (CSUI)

The Contractor shall develop and administer an information technology system designed to protect any Classified and Sensitive Controlled Unclassified Information (SCUI) to include Unclassified Controlled Nuclear Information (UCNI) generated, processed, and stored within its facilities, under its administrative control, and/or within subcontracted areas of work performance. The Contractor shall develop Information Security (IS) and Operations Security (OPSEC) procedures to comply with the Federal Information Systems Management Act (FISMA) and DOE Policy 205.1x – DOE Cyber Security Program, the DOE-EM Risk Management Approach Implementation Plan (RMAIP), and with requirements for IS and OPSEC.

Regular access to, use of, or management of classified electronic information is required to execute the scope of this contract. The Contractor shall obtain access to classified information through the EMCBC Classification Office.

Source Selection Information – See FAR 2.101 and 3.104
The nature of the work to be performed under this PWS systems indicates minimal, but not zero, actionable risk for the contamination of the Contractor’s unclassified IT systems due to inadvertent spillage of classified information or other unplanned events. Before the end of the Transition period, the Contractor shall develop, submit, and maintain an Incident Response and Cyber Security Contingency Plan to specify the actions necessary to address such a spillage event and provide to the IT System Services for continuity of operations, AO and CO for review and approval. The Contingency Plan shall, at a minimum, address actions necessary to mitigate loss of IT services that may arise from such an event and to prevent the further dispersal of the unauthorized information through the Contractor’s IT systems. The plan shall include sources of available cleared personnel, which may be required to assess the severity and extent of the event, and assist with containment and mitigation activities.

C.7.1.6.2 AUTHORIZATION OF INFORMATION TECHNOLOGY SYSTEMS

The DOE Office of Cybersecurity, Energy Security, and Emergency Response (CESER) serves as the AO for all contractor-operated IT systems. The Contractor shall obtain Authority to Operate (ATO) in accordance with DOE Order 205.1 and the EM RMAIP for all IT systems it operates in support of the scope of this contract. Due to the continuing emergence of new threats and risks, the Contractor shall be prepared to implement configuration and material changes to the network to mitigate risk as directed by the AO or the AO’s Designated Representative (AODR). All authorized contractor systems (including devices managed therein) may be configured for real-time monitoring, intrusion detection and packet-capture/logging instrumentation by the DOE and by other U.S. Government agencies, as directed by the AO. Major concerns addressed in DOE’s cyber-security and IT policies are the handling of CSUI (to include personally identifiable information [PII]), protecting all information and information systems from unauthorized access, and reporting to DOE any significant attempts or successful intrusions into these systems by unauthorized individuals in accordance with FISMA Reporting and NIST Guidelines.

For each IT system it intends to utilize, the Contractor shall obtain an interim ATO within 30 calendar days after completion of Transition. The Contractor shall notify DOE of a proposed date for assessment for interim ATO of the IT system(s) and provide completed FIPS-199 Security Categorization Assessments for each system. This interim assessment will evaluate the following NIST 800-53 Rev. 4 Control Families for Interim ATO:

AC – Access Control;
CM – Configuration Management;
CP – Contingency Planning;
IR – Incident Response; and
PE – Physical and Environmental Protection.

Upon successful attainment of the interim ATO, the Contractor shall complete up to two additional assessments for each IT system, covering the remaining 13 Control Families. The Contractor and AO will negotiate and agree to the schedule and family sequence to attain full ATO. Additionally, the Contractor will be subject to continuous monitoring as provided for under the EM RMAIP and as implemented by the AO or the AODR.
C.7.1.6.3 HARDWARE/SOFTWARE SYSTEMS AND APPLICATIONS

The Contractor shall develop, maintain, and submit a System Security Plan (SSP) to DOE with supporting Configuration Diagrams, and other exhibits. Where the Contractor stores or processes federally-owned data on commercially-provided IT systems (typically referred to as “Cloud” or “SaaS” systems), the Contractor shall use only those commercial systems which have been authorized and certified for such use through the FedRAMP. The Contractor shall fully document such systems in the SSP, supporting Configuration Diagrams, and other exhibits. Contractor shall make provisions in the SSP(s) for its supporting subcontractors’ IT systems. Where a direct data interchange occurs only between the Contractors IT system(s) and a subcontractor’s System, the Contractor may apply a graded, risk-based approach to the application of the ATO requirements of this contract to the subcontractor system. The FIPS-199 Evaluation for Security Categorization shall include identification and evaluation of risks associated with the subcontractor IT systems, specifically to include risks associated with direct data connections and interchanges with sub-contractors, i.e. supply chain vulnerabilities and intrusions. Where a subcontractor IT system directly interfaces with DOE IT systems, or provides direct public access to government information, a separate, full ATO shall be required.

Applications purchased or developed to support this contract shall run on mandatory IT baseline security configurations without any deviations, unless prior approval is obtained from the AO. Applications must comply with the controls as documented in Security and Privacy Controls for Federal Information Systems and Organizations; National Institute of Standards and Technology (NIST); Joint Task Force Transformation Initiative Task Force, Special Publication 800-53, Revision 4, 2014 (or subsequent final, approved revisions). The Contractor shall deploy compensating controls on Legacy Systems and Applications while these are in production. For purposes of this contract, Legacy Systems and Applications are defined as network equipment, operating systems, database management systems, commercial off-the-shelf software (COTS), and programming languages which are no longer supported by their manufacturer or provider for security updates and patches. Also included are custom-developed or other “in-house” software applications, which may rely on one or more of the previous for their operation. Such systems and applications shall be replaced as soon as feasible as determined by the AO. The SSP will document production legacy systems and applications. For each legacy system and application identified for replacement, the Contractor shall prepare a Plan of Action and Milestones (POAM) for submittal to the AO.

Where cyber security, cost, and performance considerations allow, the Contractor shall give priority to the use of federally available enterprise applications and licenses, if they exist, over the direct purchase of commercial products, and those two categories over the development of custom, in-house IT solutions to implement and support the Contract; including hardware or software solutions to support cyber security. The Contractor shall obtain written authorization from the AO prior to implementation of any new systems, applications, or web sites that provide public access to government-owned information or data.

The Contractor shall utilize the DOE approved Microsoft Office 365 government services for email in lieu of locally operated/managed Microsoft Exchange server systems.
C.7.1.6.4 IT SYSTEMS SUMMARY AND SUPPORTED APPLICATIONS AND SOFTWARE

The incoming Contractor will receive all non-proprietary hardware, software, and applications currently in use or in inventory at the completion of the Transition period for its use in support of the contract. The CBFO will provide a list of all software and applications supported and in use as of the date of this Request for Proposal. Approval for continued use will be based on a standard Federal Information Technology Acquisition Reform Act (FITARA) review.

C.7.1.6.5 SYSTEM INTER-CONNECTIVITY

The Contractor shall provision its chosen IT infrastructure, software systems, and applications to allow regular access to the necessary electronic information to support contract execution and DOE contract oversight. Oversight interfaces may include static or transient data interchanges with DOE federal systems or individual employees who reside on the intra-site federal network, at off-site locations within the DOE-EM complex and at other DOE agencies and offices located throughout the Continental United States. System inter-connectivity must be in compliance with NIST SP 800-16.

C.7.1.6.6 ELECTRONIC STEWARDSHIP

The Contractor shall ensure that energy-consuming products are energy efficient (i.e., ENERGY STAR® products or FEMP-designated products) at the time of contract award, for products that are:

- Delivered;
- Acquired by the Contractor for use in performing services at a Federally controlled facility;
- Furnished by the Contractor for use by the Government; or
- Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance (unless the product is not listed or otherwise approved in writing by the CO).

The Contractor shall ensure that all electronic products that were furnished for Government or Contractor use and are no longer needed or are at end-of-life, are reused, donated, sold, or recycled using environmentally sound management practices at end of life.

C.7.1.6.7 PRIVACY

The Contractor shall ensure that employees are aware of their responsibility for safeguarding Personally Identifiable Information (PII) in accordance with current applicable DOE Orders and guidance, National Institute of Standards and Technology (NIST) guidance and special publications, and other government regulations. Contractor training should ensure that contractor employees recognize differences between PII and the Privacy Act and the different obligations created by both authorities. PII not maintained in a Privacy Act System of Record (SOR) should be protected and only disclosed for authorized purposes.

Source Selection Information – See FAR 2.101 and 3.104
C-33
The Contractor should aim to collect only the minimum PII necessary for the proper performance of a documented agency function. Further protections for PII include employing encryption and/or password protection for PII, as appropriate to the sensitivity and use of the PII.

The Contractor shall observe the requirements of applicable DOE directives concerning marking and safeguarding sensitive information, including, Privacy Act and PII.

Per the Incident Response and Cyber Security Contingency Plan required under Section C.7.1.6.1, the Contractor shall ensure contractor employees are made aware of their roles and responsibilities for reporting suspected or confirmed breach of PII, including the obligation to report any suspected or confirmed breach of PII involving Federal information, without unreasonable delay, consistent with the agency’s breach response procedures outlined in DOE O 206.1. The Contractor shall assist the Department with the investigation and mitigation of harm (including necessary PII removal or encryption within the IT system, notifications, credit monitoring, and other appropriate measures) following a breach of PII involving Federal information under the custody of the contractor.

C.7.1.7 EM.CB.0080.07.01.01.07 RECORDS MANAGEMENT

The Contractor shall perform Records Management activities required by Section H clause, entitled, Records Management. All records shall be created and managed in electronic format (born digital) to the fullest extent possible. In addition, all historical records obtained from predecessor contractors shall be digitized. Details on how this will be accomplished to meet NARA requirements, which records may be transferred to a Federal Records Center in hard copy format (will require DOE approval), along with a timeline for completing this tasks shall be included in the Records Disposition Plan.

C.7.1.8 EM.CB.0080.07.01.01.08 PUBLIC AFFAIRS

Activities include establishing the corporate identity for the CBFO and WIPP. These activities are necessary for all CBFO interactions with the public, media, stakeholders, government offices and special events. Examples include: Media relations, emergency public information, community relations, WIPP Information Center, special events, public outreach communication services and publications, exhibits, and site tours.

The Contractor shall:

1) Establish and maintain an External Affairs/Public Affairs program in accordance with the Department of Energy Acquisition Regulation (DEAR) 952.204-75, Public Affairs that includes: timely responses to DOE requests for information and assistance, outreach to keep external constituencies informed about work under the Contract, an effective WIPP website, and integrated and effective site tour planning.
a. Support External Affairs includes information, necessary technical support, and involvement programs to reach diverse external parties interested in the WIPP site with the status, challenges, and objectives of the cleanup work.

b. Plan for 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.

c. 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.

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

e. 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 WIPP activities.

f. Provide strategy and resources for required public comment and outreach processes related to upcoming decision making.

g. 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.

h. 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.

i. Receive DOE approval prior to externally releasing information related to the WIPP activities.

j. Coordinate with DOE: media, members of the U.S. Congress and their staffs, community leaders, and a wide variety of stakeholders and local governments.
k. Provide support to DOE in hosting other agencies, including: GAO, Office of Inspector General (OIG), and other Government and DOE oversight staff from auditing and assessing organizations, providing required presentations, preparing DOE responses, responding to information requests.

2) Coordinate Community Commitment annual planning and semi-annual program progress reporting with input from community leaders, and a wide variety of stakeholders and local governments.

2)3) 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.

C.7.1.9 EM.CB.0080.07.01.01.09 INTERNAL AUDIT

Activities include conducting an internal audit and examination program in accordance with the DOE Cooperative Audit Strategy as outlined in DOE Acquisition Guide, Chapter 70.4 and Government Auditing Standards (Yellow Book, dated July 2018) for records, operations, expenses, and transactions with respect to costs claimed to be allowable and allocable under this contract. The results of such audit including the working papers shall be submitted or made available to the CO or his/her designee. This clause does not supersede DOE's right to perform self-initiated reviews, evaluations, or audits directed at improving the efficiency of operations and an overall reduction in cost.

The Contractor shall:

1) Provide support to DOE as required for internal and external audits or assessments, including DOE Headquarters, GAO, Inspector General, Defense Nuclear Facilities Safety Board, EPA, and Tennessee Department of Environment and Conservation.

2) Establish requirements and responsibilities for reporting fraud, waste, abuse, misuse, corruption, criminal acts, and mismanagement in accordance with DOE O 221.1, Reporting Fraud, Waste and Abuse to the Office of Inspector General.

3) Establish responsibilities and requirements for cooperating with the DOE OIG in accordance with DOE O 221.2, Cooperation with the OIG. The Contractor shall ensure that their employees cooperate fully and promptly with requests from the OIG for information and data relating to DOE programs and operations.

4) Provide support to DOE in hosting other agencies, including: GAO, OIG, 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 Subject Matter Experts to respond to questions and information requests.
Develop and implement requirements and responsibilities for the DOE Independent Oversight Program in accordance with DOE O 227.1, Independent Oversight Program. The Contractor shall support the conduct of Independent Oversight appraisal activities conducted by the Office of Enterprise Assessments (EA).

C.7.1.10 EM.CB.0080.07.01.01.10 OUTGOING CONTRACT TRANSITION - PHASE OUT AND CLOSEOUT ACTIVITIES

Activities include cooperation with the successor contractor and Government with regard to the termination or transfer arrangements to ensure maximum protection of employee service credits and fringe benefits.

C.7.1.10.1 EM.CB.0080.07.01.01.10.01 PHASE OUT ACTIVITIES

The Contractor shall:

1) Submit a Phase-Out Transition Plan to include its approach to adequately phase-out all Contract and/or Task Order activities. The Phase-Out Transition Plan shall be submitted in accordance with this PWS and the requisite contract or task order deliverable.

2) Perform those activities that are necessary to transition the work under this contract to a successor contractor in a manner that (1) ensures that all work for which the Contractor is responsible under the contract is continued without disruption; (2) provides for an orderly transfer of resources, responsibilities, and accountability from the Contractor; and (3) provides for the ability of the Contractor to perform the work in an efficient, effective, and safe manner.

3) Maintain full responsibility for such work until assumption thereof by the successor contractor. Execution of the proposed Phase-Out Transition Plan or any part thereof shall be accomplished in accordance with the CO’s direction and approval.

The Phase-Out Transition Plan shall also include a schedule of major activities and address as a minimum:

- A training and orientation program for the successor contractor to cover the complete scope of work covered by the Contract and other specific requirements associated with work efforts at the WIPP site;
- Communication process among DOE, the Contractor, assigned subcontractors, incumbent employees, and the successor contractor and/or subcontractors;
- Identification of key transition issues and milestones;
- Identification of a transition team (inclusive of consultants and teaming members, if any);
- Approach to minimizing impacts on continuity of operations;
- Dispute resolution;
- Transition of programs, plans and projects;
- Transition and/or modification of necessary permits, which shall include a list of permits and purpose.

Source Selection Information – See FAR 2.101 and 3.104

C-37
• Transition of existing M&O systems, plans, procedures, programs (e.g., Worker Safety and Health plan, QA plan, ISMS program, Occupational Radiation Protection Program (RPP), Waste Management Program, Records Management Program, etc.);
• Transition of all Contract responsibilities, functions, and activities;
• Transition of all interface control documents; and
• Transition of any other documents or records that would be required for a successor contractor to adequately and efficiently perform.

4) Complete the activities described in the plan by the end date of the contract and/or Task Order, as applicable, upon DOE approval of the Phase-Out Transition Plan.

C.7.1.10.2 EM.CB.0080.07.01.01.10.02 CLOSE OUT ACTIVITIES

The Contractor shall:

1) Submit a Closeout Plan to document the necessary steps the Contractor shall take to adequately closeout the contract and/or each Task Order. The Closeout Plan shall include a schedule of major activities and address as applicable:

• Identification of deliverables submitted and accepted. The Contractor shall include date submitted, DOE acceptance date (if applicable) and status of any remaining open deliverables;
• Status of all requirements (complete and incomplete);
• Identification of all subcontracts along with status of each subcontracts settlement and final payment. The Contractor shall identify for each subcontract whether final invoices have been paid, date of final payment, current status of settlement, and any other outstanding issues related to final settlement and payment of subcontracts;
• Disposition of Government property and equipment, including special nuclear material;
• Submittal of the final invoice and any incurred cost audit; and
• Coordination of the final Contractor Performance Assessment Report System (CPARS) report.

C.7.1.10.3 EM.CB.0080.07.01.01.10.03 INCUMBENT CONTRACT CLOSEOUT

The Contractor shall:

1) Support all remaining close-out activities of the incumbent contractor. This includes, filing W-2s, 1099s, 940s, 941s, final 5500s, and all Affordable Care Act forms; preparing the Fiscal Year Incurred Cost Submittals and supporting the DOE Cost Incurred audit; dispositioning assigned and open subcontracts and purchase orders, except interagency agreements, by closing all remaining obligations/liabilities to include necessary procurement and/or financial transactions to close the subcontracts and purchase orders; and providing other miscellaneous support activities, as necessary.
C.7.1.11  EM.CB.0080.07.01.01.11 PROPERTY MANAGEMENT

Activities include accepting the transfer of and accountability for government property and equipment, including special nuclear material. This requirement includes government property in the possession or control of subcontractors. The Contractor is responsible and accountable for any property under its management and control and shall assist DOE, if requested, in developing property management performance measures commensurate with assigned duties and responsibilities.

C.7.1.11.1  EM.CB.0080.07.01.01.11.01 REAL PROPERTY MANAGEMENT

The Contractor shall:

1) Maintain a facility management system for all real and personal property assets at the site in accordance with DOE O 430.1, Real Property Asset Management. The Contractor shall participate and coordinate with CBFO in strategic and tactical planning of real property short-term and long-term forecasts for this Contract and other planning activities being developed and maintained by CBFO. The DOE has established the FIMS as the reporting system for all DOE real property facilities, including land. The Contractor shall contact the DOE FIMS administrator at the EMCBC to become a registered user of the system.

2) Become a member of the FIMS community, attend monthly conference calls, and designate a responsible individual to complete all FIMS input in a timely manner, as required. All real property actions shall be coordinated through the DOE Real Property Officer (RPO) that supports the site. The DOE has established the FIMS as the reporting system for all DOE real property facilities, including land. The Contractor shall contact the DOE FIMS administrator at the EMCBC to become a registered user of the system.

3) Be directly responsible and accountable for all government property utilized under the contract. This requirement includes government property in the possession or control of subcontractors.

4) Establish and maintain a system, in accordance with Section I clause Federal Acquisition Regulation (FAR) 52.245-1 Government Property, to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession.

5) Prepare and submit annually for DOE review and approval, a Five-Year Site Plan to DOE identifying financial investments for acquisition, sustainment, and disposition of real property assets to support DOE strategic plans, program guidance, and Departmental performance targets, based on DOE-furnished program planning guidance, and in coordination with the RPO and Certified Reality Specialist (CRS).

C.7.1.11.2  EM.CB.0080.07.01.01.11.02 PERSONAL PROPERTY MANAGEMENT

The Contractor shall:
1) Establish and maintain a Personal Property management system in accordance with Section I. 145, FAR 52.245-1 *Government Property*, 41 CFR Chapter 102 *Federal Management Regulation*, and 41 CFR Chapter 109 *DOE Property Management Regulations* to manage Government property in its possession. The Contractor management system shall be submitted to DOE for review and approval in accordance with Section J Attachment entitled, *Contract Deliverables List*. All Government Furnished Property (GFP) and Government Furnished Equipment (GFE) under this contract is furnished on an “as is/where is” basis. The Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be the Contractor’s responsibility.

**C.7.1.11.3 EM.CB.0080.07.01.01.11.03 PROPERTY WAREHOUSING**

The Contractor shall:

1) Develop and implement a material management system for the administration of government assets received, shipped, stored, and issued. This includes spare parts inventories and equipment held for future projects.

**C.7.1.11.4 EM.CB.0080.07.01.01.11.04 GSA FLEET MANAGEMENT**

The Contractor shall:

1) Develop and implement a management system that includes the administration and maintenance of the GSA vehicle fleet. Government owned motorized and specialized equipment shall be maintained in accordance with standards and programs published and recommended by the Original Equipment Manufacturer (OEM). If the OEM does not have a recommended maintenance program, then best commercial practices will be used. Current DOE procedures shall be followed when ordering replacement vehicles or requesting additional vehicles. Fleet reporting requirements shall be completed in accordance with DOE directed suspense dates.

**C.7.1.11.5 EM.CB.0080.07.01.01.11.05 REPLACEMENT OF GOVERNMENT FURNISHED PROPERTY**

The Contractor shall:

1) Develop and implement a process within the property management system to describe replacement of GFP for which title shall pass to and vest in the Government. The Contractor shall assume the risk of any loss, damage, or destruction of GFP in accordance with FAR 52.245-1, *Government Property*.

**C.7.1.11.6 EM.CB.0080.07.01.01.11.06 DISPOSITION OF EXCESS PERSONAL PROPERTY**

---

*Source Selection Information – See FAR 2.101 and 3.104*
The Contractor shall:

1) Identify assets no longer needed or required for current or future use. After identification, property shall be divested utilizing DOE guidelines and in accordance with federal (Federal Property Management Regulation 41 CFR Part 101; Disposition of Excess Personal Property 41 CFR Part 102-36; and FAR 52.245-1), state and local regulations.

2) Prepare a facility disposition and divestment report for each facility affected.

3) Disposition personal property in accordance with the approved property management system, referenced in the first paragraph of this section, and applicable export control regulations. The process of disposition shall include a separation of duties to ensure that records management is performed by different personnel than those who acquire, receive, inventory, and/or perform end of life disposition of property. All accountable property record retirements shall be reported to the CO or designated Organization Property Management Officer (OPMO) on a frequency approved by the CO or OPMO. Lost, Damaged or Destroyed Reports (LDDR) shall be submitted to the OPMO (or CO in absence of OPMO) for any lost, damaged, or destroyed item of property with an original acquisition value of $500 or more.

4) Disposition classified equipment and material in accordance with the requirements of regulations referenced in the first paragraph of this section as well as other applicable regulations and DOE guidance relating specifically to classified property.

5) Identify, control, and disposition high-risk property in accordance with 41 CFR 109 and FAR 52.245-1. The Contractor shall identify, control, and disposition Automatic Data Processing Equipment in accordance with 41 CFR 109, FAR 52.245-1 and DOE Order 205.1, DOE Cyber Security Program.

6) Disposition nuclear-related or proliferation sensitive property in accordance with the requirements of 41 CFR 109 and FAR 52.245-1 and other applicable regulations to include, but not limited to, those published by the NRC, US Department of State and US Department of Commerce.

C.7.1.12 EM.CB.0080.07.01.01.12 DEFINED BENEFIT PENSION PLAN COSTS

The Contractor shall:

1) Manage Defined Benefit Pension Plan costs in accordance with Section H clauses, applicable regulations, and the terms of any applicable collective bargaining agreements.

2) Become a sponsor employer in any applicable pension or post-retirement benefit plan. The requirements associated with this responsibility shall be set forth in Section H Clause.
3) Make employer contributions as required to the pension plan and provide payments as needed for the post-retirement benefits. There will be no fee associated with the pass-through costs paid to the legacy pension plan and for the post-retirement benefits.

C.7.2 EM.CB.0080.07.02.01 QUALITY ASSURANCE PROGRAM

Activities include maintaining a QA Program in accordance with 10 CFR 71, 10 CFR 830, DOE O 414.1, Quality Assurance DOE O 226.1, Implementation of DOE Oversight Policy and augmented by state of New Mexico waste permit, which implements the ASME-NQA-1-1989 consensus standards. Line Item Capital Asset Projects in Section C.5 shall follow DOE O 425.1, Verification of Readiness to Startup or Restart Nuclear Facilities which implements the ASME NQA-1-2008 consensus standards.

C.7.2.1 EM.CB.0080.07.02.01.01 QA PROGRAM ADMINISTRATION

The Contractor shall:

1) Perform quality related functions, including developing, implementing and maintaining required activities in accordance with DOE directives and regulations. These activities include:

- QA organization documents, procedures and records generation and maintenance;
- Corrective Action Tracking/Trending System;
- QA Program training;
- Processing, storage and retrieval of records in a records management system;
- Real Time Radiography (RTR) and Non-Destructive Examination (NDE) programs; and
- Audits and surveillances to verify effective implementation of its QA Program in accordance with the internal audit schedule;
- Develop and track process improvement activities and metrics, and measure against the established metrics.

C.7.2.2 EM.CB.0080.07.02.01.02 WASTE CERTIFICATION QUALITY ASSURANCE

The Contractor shall:

1) Review QA oversight related to characterization/certification of TRU waste generator site quality-affecting activities for characterization, packaging, and transportation of TRU and TRU mixed wastes to the WIPP site. These activities include review of site documents, participation in site audits, surveillances and subsequent corrective action follow-up activities and coordination with regulatory personnel, in accordance with the WIPP HWFP.

2) Undergo a Certification Audit in accordance with WIPP HWFP WAP requirements to receive CBFO approval of TRU waste characterization/certification operations (e.g. Source Selection Information – See FAR 2.101 and 3.104 C-42
measuring headspace gas, NDE, etc.) and the resulting data, which will allow shipment of the characterized/certified TRU waste to the WIPP for disposal.

3) Provide mobile loading and transportation certification services support, for the initial site certification and subsequent annual recertification audits.

C.7.2.3 EM.CB.0080.07.02.01.03 QUALITY ENGINEERING SERVICES

The Contractor shall:

1) Perform WIPP site quality related functions to include:

   • Document review and oversight for general plant activities;
   • Document review, software evaluation, review of waste stream profile forms and general support to WDS activities;
   • Maintain WIPP Software QA Program document;
   • Maintain Qualified Supplier List and perform vendor evaluations;
   • Conduct construction inspections and tests, including calibrated equipment;
   • Maintain configuration control of all drawings, specifications, and software;
   • Maintain an effective Graded Approach system

C.7.2.4 EM.CB.0080.07.02.01.04 QA OVERSIGHT OF WIPP OPERATIONS

The Contractor shall:

1) Perform scheduled QA/Quality Control, including: routine QA oversight and quality control such as assessments, inspections and review of WIPP site operations, maintenance activities, and subcontractor QA program. These site activities include surface and underground operations and maintenance, waste receipt and emplacement, and procurement quality reviews such as receipt and source inspections.

C.7.2.5 EM.CB.0080.07.02.01.05 QA PROGRAM FOR TYPE B PACKAGING

The Contractor shall:

1) Maintain a QA Program in accordance with 10 CFR 71, Subpart H to NRC certified Type B Packaging used for transportation in support of the CBFOONTP.

C.7.3 EM.CB.0080.07.03.01 SAFETY & HEALTH PROGRAM

The safety and health of all DOE and its Contractor’s workers is of the highest priority. DOE promotes safety and health excellence of all workers, for all nuclear and non-nuclear activities. DOE establishes expectation of its Contractors of worker safety and health through the development of rules, directives, and guidance. The Contractor shall implement the DOE’s safety and health requirements and ensure that the Contractor’s workers and its subcontractors,
the DOE and its subcontractors, and other personnel are adequately protected from hazards associated with WIPP M&O.

**C.7.3.1 EM.CB.0080.07.03.01.01 SAFETY PROGRAM**

The Contractor shall:

1) Develop (or adapt) and implement a Worker Safety and Health Program that complies with 10 CFR 851, *Worker Safety and Health Program (WSHP)*, and submit the program to DOE for review and approval. The WSHP shall be approved and implemented prior to the start of work.

2) Establish, maintain, and submit to DOE a single ISMS as required by 10 CFR 830 and 48 CFR 970.5223-1, *Integration of Environment, Safety and Health into Work Planning and Execution*. The ISMS shall ensure that safety and environmental protection considerations are integrated throughout the entire work planning and execution process (including subcontractors as appropriate) and shall extend through the execution of individual work packages where job-site safety is ensured for each worker. The Contractor shall ensure that the principles of ISMS serve as the foundation of the implementing mechanisms for all work (i.e., at the WIPP site, in Carlsbad NM administrative buildings, and at NTP activities/generator/storage sites, etc.).

3) Ensure workers are involved in work planning and integrate the concepts of continuous improvement into work activities.

4) Coordinate with other WIPP site entities and Program Participants to ensure a clear understanding of roles, responsibilities, and compliance with applicable environmental requirements laws, regulations, permits, orders, and agreements when work is done at other sites.

5) Ensure that Environment, Safety and Health performance be considered in the selection of subcontracts and incorporated into subcontracts in accordance with DOE O 226.1.

**Safety Culture**

The Contractor shall:

1) Adopt and continuously improve organizational culture, 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 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 safety culture attributes:
   a. Demonstrated safety leadership;
   b. Risk-informed, conservative decision making;
   c. Management engagement and time in the field;
   d. Staff recruitment, selection, retention, and development;
   e. Open communication and fostering an environment free from retribution;
   f. Clear expectation and accountability;
   g. Personal commitment to everyone’s safety;
   h. Teamwork and mutual respect;
   i. Participation in work planning and improvement;
   j. Mindfulness of hazards and controls;
   k. Credibility, trust, and reporting errors and problems;
   l. Effective resolution of reported problems;
   m. Performance monitoring through multiple means;
   n. Use of operations experience; and
   o. Questioning attitude.

C.7.3.2 EM.CB.0080.07.03.01.02 INDUSTRIAL SAFETY PROGRAM

The Contractor shall:

1) Ensure that all WIPP activities are performed with minimal risk to the public, the environment, and the workers, through a WIPP Worker Protection Program in compliance with 10 CFR 851 and the associated regulatory and consensus standards that are incorporated by reference. Specific safety concerns include:
   - Pressurized and vacuum systems;
   - Hoisting and rigging;
   - Vehicles;
   - Electrical;
   - Excavation and trenching;
   - Fall protection;
   - Ladder usage;
   - Scaffolding;
   - Lock-out program;
   - Personal protective equipment requirements;
- Mine safety;
- Hazard identification, evaluation and mitigation;
- Subcontractor safety;
- Matrix Safety Staff to Backshift, Maintenance, Work Control, and Underground;
- Oversight of construction and surface work;
- Hearing protection and hearing conservation; and
- Confined space.

**C.7.3.3 EM.CB.0080.07.03.01.03 INDUSTRIAL HYGIENE PROGRAM**

The Contractor shall:

1) Implement a comprehensive Industrial Hygiene (IH) Program in compliance with 10 CFR 851 and the associated regulatory and consensus standards that are incorporated by reference.

**C.7.3.4 EM.CB.0080.07.03.01.04 OCCUPATIONAL MEDICAL PROGRAM (OMP)**

The Contractor shall:

1) Provide an Occupational Medical Program (OMP) in compliance with 10 CFR 851 covering its employees, subcontractors, DOE CBFO employees and employees of other Program Participants, CTAC, and visitors. A documented section in the WSHP describing the Contractor’s OMP is required. The OMP submittal must contain sufficient information to describe the Contractor’s planned implementation of its OMP.

2) Provide industrial nursing services including first aid, emergency, and trauma treatment.

3) Operate WIPP Site medical facility and associated treatment and examination equipment.

**C.7.3.5 EM.CB.0080.07.03.01.05 RADIOCHEMISTRY LABORATORY**

The Contractor shall:

1) Administer and perform analysis of various radionuclides for bioassay, biota, industrial safety and hygiene, nuclear health and safety, environmental monitoring and compliance, headspace gas, RCRA, and emergency samples in support of WIPP Mission.

**C.7.3.6 EM.CB.0080.07.03.01.06 RADIOLOGICAL CONTROL**

The Contractor shall:

1) Develop and implement a RPP that complies with the requirements of 10 CFR 835, *Occupational Radiation Protection.*
2) Conduct site activities in compliance with a DOE approved RPP to control internal and external dose from occupational radiation exposure and minimize the spread of contamination, consistent with 10 CFR 835 *Occupational Radiation Protection and the Departmental Implementing Guides*.

3) Develop, maintain, and execute a dosimetry monitoring program for all on-site personnel. The As Low as Reasonably Achievable (ALARA) process shall be applied to all EM program activities.

**C.7.3.7 EM.CB.0080.07.03.01.07 NUCLEAR SAFETY**

The Contractor shall:

1) Establish and maintain a Nuclear Safety Program in compliance with 10 CFR 830.

2) Develop and maintain documentation required to meet WIPP programmatic requirements, as described in Section C.2.0 above.

3) Ensure that all Hazard Category 1, 2, and 3 nuclear facilities are maintained and operated within the DOE approved safety basis in accordance with the requirements of DOE Order 433.1, *Maintenance Management Program for DOE Nuclear Facilities*, to minimize the likelihood and consequences of human fallibility or technical and organizational system failures. A Nuclear Maintenance Management Program shall be written to encompass Hazard Category 1, 2, & 3 nuclear facilities.

4) Comply with DOE requirements for Hazard Category 1, 2, and 3 nuclear facility start of operations and re-start of operations as required by DOE Order 425.1, *Verification of Readiness to Startup or Restart Nuclear Facilities*.

5) Implement and maintain WIPPs DSA and Technical Safety Requirements (TSRs) for operations. Ensure the DSA(s) reflects the appropriate regulations, DOE directives, codes and standards.

6) Implement and maintain a Comprehensive Emergency Management System in accordance with DOE Order 151.1, *Comprehensive Emergency Management System*.

**Nuclear Criticality Safety**

The Contractor shall:

1) Establish and maintain a Nuclear Criticality Safety Program (NCS) in compliance with DOE Order 420.1, *Facility Safety* and relevant directives, and consistent with relevant guides, and standards identified in this contract.

**Fire Protection**
The Contractor shall:

1) Manage the WIPP Fire Protection Program to provide inspections, testing, and maintenance and impairment identification to ensure compliance with DOE Order 420.1, Facility Safety, requirements.

C.7.4 EM.CB.0080.07.04.01 ENVIRONMENTAL AND REGULATORY COMPLIANCE

The Contractor shall:

1) The Contractor shall, early in the planning stage of any proposed activity that may trigger agency compliance with the National Environmental Policy Act (NEPA), inform DOE in writing of the proposed action. The Contractor shall support DOE in complying with NEPA requirements and making NEPA determinations. The proposed activity may not proceed until all NEPA requirements have been satisfied. The Contractor shall adhere to all requirements and conditions, including the implementation of mitigation measures, identified in any applicable NEPA decision document or categorical exclusion upon which a NEPA determination is based.

2) Maintain programs to ensure that WIPP and NTP operations comply with applicable regulatory requirements, as stated in Section J, Attachment entitled, Requirements Sources and Implementing Documents, including the WIPP LWA; US DOE Orders and Policies, the U.S. EPA; the NMED; the NRC; the DOT; and Other Environmental Statutes and Executive Orders.

3) Comply with all federal, state, and local environmental permits.

C.7.4.1 EM.CB.0080.07.04.01.03 EPA COMPLIANCE

The Contractor shall:

1) Maintain programs to ensure compliance with the requirements of Title 40 CFR Parts 191 Environmental Radiation Protection Standards for Management and Disposal of Spent Nuclear Fuel, High Level and TRU Radioactive Wastes, Subpart A- Environmental Standards for Management and Storage; the 1995 MOU between the DOE and EPA requiring the DOE to implement the requirements of Part 61 National Emission Standards for Hazardous Air Pollutants (NESHAP) Subpart H; Part 191 Subpart B - Environmental Standards for Disposal; Subpart C - Environmental Standards for Ground-Water Protection; and Part 194 Criteria for the Certification and Recertification of the Waste Isolation Pilot Plant's Compliance with Part 191 Disposal Regulations.

2) Support and facilitate interface with the EPA during inspections, technical exchanges, and stakeholder engagements on matters related to recertification.
3) Assist the CBFO in the negotiations with EPA for modification of 40 CFR Part 194 – *Criteria for the Certification and Re-certification of the Waste Isolation Pilot Plant’s Compliance* with the 40 CFR Part 191 *Disposal Regulations* to change the CBFO-certified program audit process.

4) Prepare all required documentation.

**C.7.4.2  EM.CB.0080.07.04.01.04 STATE OF NEW MEXICO COMPLIANCE**

The Contractor shall:

1) Maintain programs to ensure compliance with the *WIPP HWFP*, applicable state of New Mexico Administrative Code (NMAC) regulations, Administrative Orders, applicable Administrative Compliance Orders (ACO).

2) Maintain the *WIPP HWFP* including the development of 10-yr Renewal applications, management of information updates, management of HWFP modification requests (PMRs), facilitate and support public hearings and stakeholder engagement on permitting/compliance matters, and interface with the NMED on inspections.

3) Maintain agreements with the state of New Mexico including the NM State Land Office for Water Easements and Right-of-Way rentals for to access New Mexico State Trust Lands; the NMED Petroleum Storage Tank Bureau for operation of underground storage tanks; the Air Quality Bureau for processing and maintaining air quality permits; the NM Office of the State Engineer (OSE) for the permitting of new well installations and plugging and abandonment of decommissioned wells; and the NM Oil Conservation Division (OCD) for injection well and oil well records; and pay any associated fees.

4) Maintain agreements with state-certified Contract Laboratories to support environmental monitoring requirements of the HWFP; with the Carlsbad Environmental Monitoring and Research Center (CEMRC), which is a division of the College of Engineering at New Mexico State University, to support of VOC, Hydrogen, and Methane analyses, and for WIPP Laboratory lease agreements.

5) Prepare all required documentation.

**C.7.4.3  EM.CB.0080.07.04.01.05 NRC COMPLIANCE**

The Contractor shall:

1) Maintain programs to ensure that packaging for transportation of TRU radioactive waste has met NRC QA requirements (LWA Section 16[a]), and extra-regulatory requirements apply due to legislation or agreement.
2) Develop and support a maintenance program for Type B packaging. Maintenance must be completed annually, and on a five-year basis, for all Type B packaging as specified in the applicable NRC-issued Certificate of Compliance.

3) Submit a safety analysis report for each transportation container, demonstrating compliance with applicable regulations.

C.7.4.4 EM.CB.0080.07.04.01.06 DEPARTMENT OF TRANSPORTATION (DOT) COMPLIANCE

The Contractor shall:

1) Maintain programs to ensure compliance with the requirements of the DOT.

2) Develop and support a program to manage DOT 7A, Type A packaging.


C.7.4.5 EM.CB.0080.07.04.01.07 MINE SAFETY AND HEALTH ADMINISTRATION (MSHA) COMPLIANCE

The Contractor shall:

1) Prepare for and provide access to MSHA inspectors performing inspections of WIPP and associated construction projects in accordance with Section 11(a) of the Land Withdrawal Act.

2) Facilitate “periodic” (not less than 4 per year) inspections of WIPP mining operations, in accordance with 30 U.S.C. 801 et seq, and provide results to Secretary of Energy.

3) Provide access to the Bureau of Mines of the Department of the Interior to perform annual evaluations of safety at WIPP.

C.7.4.6 EM.CB.0080.07.04.01.08 OTHER ENVIRONMENTAL STATUTES AND EXECUTIVE ORDERS

The Contractor shall:

1) Maintain programs to ensure compliance with Memoranda of Understanding (MOU) between the DOE and regulatory agencies; extra-regulatory requirements due to legislation; Joint Powers Agreement with agencies from the State of New Mexico; Memoranda of Agreement (MOA) between the DOE and state regional groups; and Executive Orders.

3) Maintain the migratory bird special purpose permit issued to DOE by the U.S. Fish and Wildlife Service (USFWS) that allows for the relocation of certain bird species found onsite that could be in danger due to routine operations.

4) Comply with the Joint Powers Agreement with the State of New Mexico to manage cultural resources in accordance with sections 106 and 110 of the National Historic Preservation Act (NHPA), the Archaeological Resource Protection Act, Native American Graves Protection and Repatriation Act, and applicable DOE orders.

5) Comply with the Conditions of Discharge Permit, DP-831, issued and enforceable by the NMED pursuant to Section 20.6.2.3104 NMAC, WQA, NMSA 1978 §74-6-5 and §74-6-10.

6) Maintain programs to review and tabulate threatened and endangered species in the vicinity of WIPP assets (reference DOE P 141.1 DOE Management of Cultural Resources, and to ensure compliance with Joint Powers Agreement with the State of New Mexico to manage cultural resources in accordance with Sections 106 and 110 of the National Historic Preservation Act (NHPA), the Archaeological Resource Protection Act, Native American Graves Protection and Repatriation Act, and applicable DOE Orders.

C.7.4.7 EM.CB.0080.07.04.01.09 ENVIRONMENTAL MONITORING

The Contractor shall:

1) Perform weekly airborne particulate sampling for radionuclides at seven primary sampling stations to trend environmental radiological levels and determine if there has been a deviation from established background radiological levels.

2) Perform air sampling at an additional 10 locations, plus duplicate sampling at the seven locations mentioned above, including evaluation in the event of a radiological release to the environment, and report sampling results as required.

3) Maintain and collect data from the two effluent air monitoring stations, known as Stations B and C.

4) Monitor and maintain the Station A sampler to assess the radiological contaminant concentration of ventilation air prior to HEPA filtration.

5) Report data collected as required.

6) Conduct other radiological environmental sampling including groundwater, surface water, soils, sediments, vegetation and game animals. The goal of this monitoring is to
determine if the local ecosystem has been, or is being, adversely impacted by WIPP facility operations and, if so, to evaluate the geographic extent and the effects on the environment.

**C.7.5 EM.CB.0020.07.05.01 SAFEGUARDS AND SECURITY**

The Contractor shall administer the WIPP S&S Program in accordance with the DOE directives, consistent with requirements approved by the Officially Designated Federal Security Authority (ODFSA), and in accordance with the CBFO Site Security Plan. This includes provision of Security Classification Officers as necessary.

The Contractor S&S program shall incorporates a risk-based approach to protect assets and activities against the consequences of attempted theft, diversion, terrorist attack, industrial sabotage, radiological sabotage, chemical sabotage, biological sabotage, espionage, unauthorized access, compromise, and other acts that may have an adverse impact on national security, the environment, or pose significant danger to the health and safety of DOE Federal and contractor employees or the public, in accordance with the DOE Design Basis Threat (DBT).

The Contractors S&S Program shall ensure:

- Effective interfaces are performed between safety and security before changes are made
- Protection of DOE assets against any applicable DBT
- Identification of DOE assets and operations requiring protection, per the DBT
- S&S plans have effective procedures including implementation by the security organization
- The security organization can demonstrate implementation of S&S plans and procedures
- The corrective action program is utilized to input, track, trend, and correct S&S issues
- Integration of systems, technologies, programs, equipment, supporting processes to ensure adequate protection of DOE assets and operations

The Contractor shall implement the following S&S topic areas, consistent with the requirements:

- **S&S Program Planning**
  - The Contractor shall develop, maintain, and implement an effective:
    - ODFSA approved S&S plan
    - Security conditions (SECON) program
    - Performance assurance program
    - Survey, review and self-assessment program

- **S&S Program Management Operations**
  - The Contractor shall develop, maintain, and implement an effective:
    - Foreign ownership, control, or influence (FOCI) program
    - Facility clearance and registration of S&S activities program
    - S&S awareness training program
    - Control of classified visits program
    - S&S training program
- Restrictions on the transfer of security funded technologies program
- Process including requesting exemptions and equivalencies for S&S programs

- **Protective Force Operations**
  - The Contractor shall develop, maintain, and implement an effective Protective Force program including:
    - Management
    - Training
    - Administration
    - Performance testing

- **Physical Protection**
  - The Contractor shall develop, maintain, and implement an effective Physical Protection program including:
    - Access controls
    - Intrusion detection and assessment systems
    - Barriers and delay mechanisms
    - Testing and maintenance
    - Communications

- **Information Security and Classification**
  - The Contractor shall develop, maintain, and implement an effective Information Security and Classification program for:
    - Identification and protection of controlled unclassified information, including official use only information; unclassified controlled nuclear information; export-controlled information; and classified information and matter
    - Technical security countermeasures; TEMPEST; protected distribution systems; wireless security; and communication security
    - Identification and protection of classified information, as needed

- **Personnel Security**
  - The Contractor shall develop, maintain, and implement an effective Personnel Security program for:
    - Access authorizations
    - Control of classified visits
    - S&S awareness training program

- **Foreign Visits and Assignments (FV&A)**
  - The Contractor shall develop, maintain, and implement an effective Foreign Visits and Assignments (FV&A) program for:
    - Sponsor program management and administration
    - Counterintelligence requirements
    - Export controls and technology transfer
    - Security plan requirements
Source Selection Information – See FAR 2.101 and 3.104

C-54

- Approval, periodic assessments, and reporting

- **Materials Control and Accountability (MC&A)**
  - The Contractor shall develop, maintain, and implement an effective Materials Control and Accountability (MC&A) program for material:
    - Accountability
    - Control
    - Measurement
    - Physical Inventory

The Contractor shall ensure that all S&S personnel appointed/assigned to perform the duties listed above have the appropriate access authorization, requisite knowledge, experience, and qualifications; required equipment and information technology resources; and interface agreements prior to assuming their duties in support of the overall S&S program. The Contractors shall ensure these personnel are not assigned other tasks that have the potential to impact the performance of their primary S&S duties.

The Contractor shall ensure that interfaces and necessary interactions between S&S programs and other disciplines such as off-site response, safety, emergency management, classification, counterintelligence, facility operations, cyber operations, and business and budget operations including property management are clearly identified, defined, documented, and approved.

**C.7.5.1 EM.CB.0020.07.05.01.01 CYBER SECURITY**

*The Contractor must implement a Cyber Security Program that ensures adequate protection of WIPP system operations, identifies threats and vulnerabilities, assesses overall risk to systems, provides incident response and system logging and mitigates those risks based on sound cybersecurity practices and the Risk Management Framework. The Cyber Security Program shall be developed in accordance with current applicable DOE Orders and guidance, National Institute of Standards and Technology (NIST) guidance, and other government regulations. The desired outcome is a program that assures no degradations of performance, disruptions or compromises, including impacts to end users across the WIPP site by ensuring the confidentiality, integrity and availability of information system components and information based on current related federal laws, requirements, and agency polices. The Contractor shall ensure necessary Federal Information System Management Act (FISMA) systems achieve and maintain a full active Certification and Accreditation (C&A) to support an ongoing Authorization to Operate (ATO) for the life of the systems from the WIPP site Authorizing Official (AO) pursuant to related regulations. Related program elements shall be implemented and approved via active coordination with the Authorizing Official Designated Representative (AODR). The contractor shall rely on related Federal Information Processing Standards (FIPS) and the appropriate National Institute of Standards and Technology (NIST) special publications and ensure they are adhered to as the leading technical requirements.*

*The Contractor must define a process for incident reporting that requires all cybersecurity incidents involving federal information or information systems, including privacy breaches.*
under contractor control to be identified, mitigated, categorized, and reported in accordance with the DOE Incident Response Plan.

The Contractor shall maintain a cybersecurity program in accordance with DOE Order 205.1X, Department of Energy Cybersecurity Program and the accompanying Contractor Requirements Document (CRD). Regardless of the performer of the work, the contractor is responsible for complying with the requirements of this CRD. The contractor is responsible for flowing down the requirements of this CRD to subcontractors at any tier to the extent necessary to ensure the contractor’s compliance with the requirements.

The Contractor shall maintain a computer security program which has designated an Information Systems Security Manager (ISSM) and an Information Systems Security Officer (ISSO) per the DOE RMAIP and applicable DOE Notices and DOE Orders. The ISSM/ISSO are responsible for:

- Implementing the computer protection plan;
- Mandating the course of action to address RMAIP compliance at WIPP;
- Ensuring adherence to requirements;
- Developing a risk based, cost effective approach to classified and unclassified computer security.

C.7.6  EM.CB.0080.07.06.01 EMERGENCY MANAGEMENT

The Contractor shall provide an Emergency Management program that is integrated into a single site-wide program, and coordinated with other DOE prime contractors as documented in the Contractor’s Interface Agreements. The Emergency Management program shall be compliant with DOE O 150.1, Continuity Programs and 151.1, Comprehensive Emergency Management System. The Emergency Management program shall be adequate to analyze, plan, and respond to all potential hazards that are presented, existing, transported, or located with facilities operated and/or otherwise supported by the Contractor. General requirements shall include the development and implementation of a Comprehensive Emergency Management System designed to:

- Minimize the consequences of all emergencies involving or affecting facilities and activities (including transportation operations/activities);
- Protect the health and safety of all workers and the public from hazards associated with site operations and those associated with decontamination, decommissioning, and environmental restoration;
- Prevent damage to the environment; and
- Promote effective and efficient integration of all applicable policies, recommendations, and requirements, including Federal interagency emergency plans.

Source Selection Information – See FAR 2.101 and 3.104
The Contractor shall provide executive management, administrative, and operational support for the Emergency Management Program to the WIPP in accordance with DOE Orders, the CFR, and the WIPP Hazardous Waste Facility Permit. The Contractor shall administer Emergency Management functions to provide independent overview, guidance and support to safety and health requirements for WIPP operations.

The Contractor shall establish and maintain the ability to respond to all on-site hazards and emergencies (e.g. Mine Rescue, Fire, Radiological, etc.), and assist surrounding counties in emergency responses under Mutual Aid Agreements (MAA).

- Provide effective organizational management and administrative control of the facility Emergency Management Program by establishing and maintaining authorities and resources necessary to plan, develop, implement, and maintain a viable, integrated, and coordinated comprehensive Emergency Management Program.

- Review and update as needed the Emergency Management Plan and other related plans which document the emergency management program including the provisions for response to an Operational Emergency.

- Review and update, as necessary, emergency response procedures which describe how emergency plans must be implemented.

- Provide a comprehensive, coordinated, and documented program of training, drills, and exercise to ensure that preparedness activities for developing and maintaining program-specific emergency response capabilities are accomplished.

- Ensure that Emergency Response Office (ERO) personnel are trained and qualified for their respective positions, including maintaining proficiency on an annual basis.

- Develop drill/exercise plans and after-action reports that reflect annual participation by ERO personnel and develop drill scenarios for new program initiatives and training.

- Maintain and implement a Readiness Assurance Plan for the Emergency Management Program to ensure that plans, procedures, and resources are maintained, exercised, and evaluated.

- Integrate social media into informing the public during an emergency, in accordance the DOE-Office of Enterprise Assessment’s Integration of Social Media into Emergency Public Information, January 2021.

C.7.6.1 EM.CB.0080.07.06.01.01 CORRIDOR EMERGENCY PREPAREDNESS

The Contractor shall:
1) Provide the ongoing training of emergency responders along the WIPP transportation routes, which includes 21 states and 6 tribal governments, as mandated by the drivers below.

2) Train, equip, and manage an IART, of specialized transportation and packaging engineers/experts, to effect the recovery of any package involved in an accident and in need of physical recovery.

3) Provide support to DOE Headquarters for the continued development and refinement of the DOE national training program, Modular Emergency Response Radiological Transportation Training (MERRTT) program, of which this is a part, to ensure the interest of CBFO/WIPP is protected.

4) Procure, upgrade, and maintain the equipment and supplies necessary to conduct national training and exercise programs in the support of WIPP/CBFO.

5) Provide the coordination, research and support necessary for transportation initiatives related to changes in routing, transportation security.

6) Provide support of federal, tribal, local and state agencies for emergency response to any transportation incident/accident involving a WIPP vehicle.

7) Provide coordination and support to state, tribal, and local governments for the conduct of WIPP transportation exercises program as required.

8) Maintain continuing education credits from national professional organization for the hospital training course and OSHA compliance with 29 CFR 1910.120(q).

9) Provide training to the carrier drivers and train-the-trainer program in Carlsbad.

10) Maintain the training and emergency response expertise, certifications, skills, and organizational memberships necessary for the staff to retain credibility with DOE, state, tribal, and local government training authorities.

11) Provide support to CBFO for the International Repository Program.

C.7.6.2 EM.CB.0080.07.06.01.02 RADIOLOGICAL ASSISTANCE PROGRAM (RAP)

The Contractor shall:

---

Source Selection Information – See FAR 2.101 and 3.104

C-57
1) Support NNSA Albuquerque Operations by providing, managing, equipping, directing, and training a Radiological Assistance Program (RAP) team meeting all National Nuclear Security Administration (NNSA) readiness and capability requirements in accordance with CBFO/NNSA Albuquerque Operations Office Memorandum of Agreement dated 3/25/02, and the current Radiological Assistance Program Field Operational Guide.

2) Procure and maintain equipment and supplies, to include response vehicles, to ensure the rapid response of the team at any time day or night and to provide for the team's security and safety.

3) Participate in DOE sponsored or supported exercises and drills with federal, state, tribal and local governments.

4) Assist federal agencies, state, tribal and local governments in developing or resolving emergency preparedness, training or exercise issues.

5) Respond in a timely manner to radiological accidents and incidents as directed by the NNSA.

6) Support training and exercise programs required by the WIPP LWA.

C.8.0 EM.CB.0080.08.01 INDEFINITE DELIVERY/INDEFINITE QUANTITY (ID/IQ) TASK ORDERS

The Contractor shall:

1) Perform work associated with Indefinite Delivery/Indefinite Quantity (ID/IQ) Task Orders issued under this contract. Task Orders may be issued to complete scope of work for the major program components that currently encompass the DOE EM operations at the WIPP site. These components may include additional work in areas such as: environmental monitoring, surveillance and maintenance, CAPs, and/or other support activities.
ATTACHMENT J-6: CONTRACT DELIVERABLES LISTS

The following list(s) of Contract Deliverables summarizes the specific products the Contractor shall submit to the U.S. Department of Energy (DOE), along with the date/timeframe the Contractor is required to submit and the type of action DOE will perform. Additional Contract deliverables unique to each task may be required. Any omissions from these listings do not affect the Contractor’s obligation to submit required deliverables pursuant to the Contract.

The Contractor shall allow at least 30 calendar days (unless otherwise specified in the deliverable) for review/comments/approval through DOE at each level (e.g., CBFO, HQ, etc.). Longer review times may be necessary.

Regarding transition deliverables, the Contractor shall identify all programs and procedures requiring DOE approval or concurrence during the transition period in its Blue-Sheeting Strategy. Transition deliverables shall be submitted expeditiously to allow sufficient time for DOE review. DOE will expedite review of these deliverables when possible.

Table J-6, Contract Deliverables List, provides a listing of Contract deliverables, including those required to be submitted during the transition period. The list is not all-inclusive and does not include situational deliverables. The Contractor is obligated to meet all requirements of this Contract and those included in any Task Orders that may be issued, even if not specifically listed herein.

The DOE actions are defined as follows:

- Approve – The Contractor shall provide the deliverable to DOE for review and approval. DOE will review the deliverable and provide comments or approve as submitted. If necessary, the Contractor shall revise the document to incorporate mandatory DOE comments and resubmit for DOE approval. Upon approval by DOE, the deliverable shall be placed under change control with changes requiring DOE approval. It is not intended that editorial changes or corrections that do not alter commitments would require new DOE approval.

- Review – The Contractor shall provide the deliverable to DOE for review. DOE will review the information and will provide comments as necessary. The Contractor shall revise the document to incorporate mandatory DOE comments and obtain concurrence if required.

- Information – The Contractor shall provide the deliverable for information purposes only. DOE will review the information and may provide comments.

Table J-6, Contract Deliverables List

<table>
<thead>
<tr>
<th>Item #</th>
<th>Source Reference</th>
<th>PWS Reference</th>
<th>Deliverable</th>
<th>DOE Action</th>
<th>CBFO Recipient/Approver</th>
<th>Frequency</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>*1</td>
<td>C.1.0</td>
<td>C.1.0</td>
<td>Transition Plan</td>
<td>Approve</td>
<td>COR / CO</td>
<td>Once</td>
<td>Within 7 days of Notice to Proceed</td>
</tr>
<tr>
<td>*2</td>
<td>C.1.0</td>
<td>C.1.0</td>
<td>Public Release Statement</td>
<td>Information</td>
<td>COR / CO</td>
<td>Once</td>
<td>Within 72 hours of Notice to Proceed</td>
</tr>
<tr>
<td>Item #</td>
<td>Source Reference</td>
<td>PWS Reference</td>
<td>Deliverable</td>
<td>DOE Action</td>
<td>CBFO Recipient/Approver</td>
<td>Frequency</td>
<td>Due Date</td>
</tr>
<tr>
<td>-------</td>
<td>----------------</td>
<td>---------------</td>
<td>-------------</td>
<td>------------</td>
<td>--------------------------</td>
<td>-----------</td>
<td>----------</td>
</tr>
<tr>
<td>*3</td>
<td>C.7.1.1.2</td>
<td>C.1.0</td>
<td>Notification of readiness to assume PMB development activities</td>
<td>Approve</td>
<td>CO</td>
<td>Once</td>
<td>Within 30 days of Notice to Proceed</td>
</tr>
<tr>
<td>*4</td>
<td>C.1.0</td>
<td>C.1.0</td>
<td>Transition Weekly Status Reports</td>
<td>Information</td>
<td>COR / CO</td>
<td>Weekly</td>
<td>Beginning 7 days after Notice to Proceed, then weekly thereafter during transition period</td>
</tr>
<tr>
<td>*5</td>
<td>C.1.0</td>
<td>C.1.0</td>
<td>Blue-Sheeting Strategy</td>
<td>Review</td>
<td>COR / CO</td>
<td>Once</td>
<td>Within 10 days of Notice to Proceed</td>
</tr>
<tr>
<td>*6</td>
<td>C.1.0</td>
<td>C.1.0</td>
<td>Certification of plans and procedures process and acceptance of document ownership</td>
<td>Information</td>
<td>COR / CO</td>
<td>Once</td>
<td>Within 45 days of Notice to Proceed</td>
</tr>
<tr>
<td>*7</td>
<td>C.1.0</td>
<td>C.1.0</td>
<td>Declaration of Readiness</td>
<td>Approve</td>
<td>COR / CO</td>
<td>Once</td>
<td>Within 75 days of Notice to Proceed</td>
</tr>
<tr>
<td>**8</td>
<td>C.2.3</td>
<td>C.2.3</td>
<td>WDS Manual</td>
<td>Approve</td>
<td>COR / CCP</td>
<td>Once, then as revisions are made</td>
<td>Within 30 days of Notice to Proceed</td>
</tr>
<tr>
<td>**9</td>
<td>Section J-7</td>
<td>C.2.3</td>
<td>Interface Management Agreements</td>
<td>Information</td>
<td>CO</td>
<td>Once, then as revisions are made</td>
<td>Prior to Declaration of Readiness</td>
</tr>
<tr>
<td>10</td>
<td>DOE/CBFO-98-3103</td>
<td>C.3.1</td>
<td>8-Week Rolling Schedule</td>
<td>Approve</td>
<td>COR / CBFO Transportation Logistics Manager</td>
<td>Weekly, By Thursday COB</td>
<td>Every Thursday, via email and changes, as needed</td>
</tr>
<tr>
<td>11</td>
<td>DOE Request</td>
<td>C.3.1</td>
<td>Shipment Delay Logs</td>
<td>Information</td>
<td>COR / ONTP</td>
<td>Monthly</td>
<td>5th of each Month</td>
</tr>
<tr>
<td>12</td>
<td>10 CFR Part 71</td>
<td>C.3.2</td>
<td>Deferred NRC Type B packaging maintenance list</td>
<td>Information</td>
<td>COR / CBFO Transportation Certification Specialist</td>
<td>Monthly</td>
<td>End of Month</td>
</tr>
<tr>
<td>13</td>
<td>Type B Certificate of Compliance</td>
<td>C.3.2</td>
<td>12 month Schedule of Maintenance and Repair Activities for Type B Packaging</td>
<td>Information</td>
<td>COR / ONTP</td>
<td>Monthly</td>
<td>End of Month</td>
</tr>
<tr>
<td>**14</td>
<td>DOE O 422.15</td>
<td>C.4</td>
<td>Conduct of Operations Program</td>
<td>Approve</td>
<td>COR / CBFO Manager</td>
<td>Triennially</td>
<td>30 days after Notice to Proceed, then at least every 3 years</td>
</tr>
<tr>
<td>Item #</td>
<td>Source Reference</td>
<td>PWS Reference</td>
<td>Deliverable</td>
<td>DOE Action</td>
<td>CBFO Recipient/Approver</td>
<td>Frequency</td>
<td>Due Date</td>
</tr>
<tr>
<td>--------</td>
<td>------------------</td>
<td>---------------</td>
<td>-------------</td>
<td>------------</td>
<td>--------------------------</td>
<td>-----------</td>
<td>----------</td>
</tr>
<tr>
<td><strong>15</strong></td>
<td>DOE O 420.1 C.4</td>
<td>C.4</td>
<td>Baseline Needs Assessment (BNA) for Fire Protection and Emergency Preparedness</td>
<td>Approve</td>
<td>DOE Head of Field Element</td>
<td>At least Triennially</td>
<td>Within 30 days after Notice to Proceed then at least triennially thereafter, or whenever a significant new hazard that is not covered by the current BNA is introduced</td>
</tr>
<tr>
<td>16</td>
<td>C.4 C.4</td>
<td>C.4</td>
<td>Quarterly maintenance reports in FIMS</td>
<td>Information COR / Program Manager</td>
<td>Quarterly</td>
<td>End of Quarter</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>C.4 C.4</td>
<td>C.4</td>
<td>Integrated Facility and Infrastructure Quarterly Report</td>
<td>Information COR / Program Manager</td>
<td>Quarterly</td>
<td>End of Quarter</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>DOE O 413.3 and the EM Project Management Policy and Protocol C.7.1.1</td>
<td>C.7.1.1</td>
<td>Project Management Plan</td>
<td>Approve</td>
<td>COR / Site Manager</td>
<td>Once, then as revisions are made</td>
<td>Within 120 days after Notice to Proceed</td>
</tr>
<tr>
<td>19</td>
<td>DOE-H-2024 C.7.1.1.1</td>
<td>C.7.1.1.1</td>
<td>Earned Value Management System Description</td>
<td>Information COR / Federal Project Director</td>
<td>Every 6 months</td>
<td>Within 120 days of Notice to Proceed</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>DOE O 413.3 and EM Project Management Policy and Protocol C.7.1.1.2</td>
<td>C.7.1.1.2</td>
<td>Performance Measurement Baseline of Cost, Scope, and Schedule</td>
<td>Approve</td>
<td>COR / CO / Field Office Manager</td>
<td>Once, then as revisions are made</td>
<td>Within 180 days of Notice to Proceed</td>
</tr>
<tr>
<td>21</td>
<td>DOE O 413.3 C.7.1.1.2</td>
<td>C.7.1.1.2</td>
<td>Fiscal Year Work Plans</td>
<td>Approve</td>
<td>COR / CO</td>
<td>Annually</td>
<td>8/31</td>
</tr>
<tr>
<td>22</td>
<td>DOE O 413.3 C.7.1.2.1</td>
<td>C.7.1.2.1</td>
<td>Monthly Performance Report</td>
<td>Information</td>
<td>COR / CO</td>
<td>Monthly</td>
<td>No later than the 15th of each month, representing the prior month’s performance</td>
</tr>
<tr>
<td>23</td>
<td>DOE O 413.3 C.7.1.5</td>
<td>C.7.1.5</td>
<td>Risk Management Plan</td>
<td>Approve</td>
<td>COR / CO</td>
<td>Once, then as revisions are made</td>
<td>Within 120 days of Notice to Proceed</td>
</tr>
<tr>
<td>24</td>
<td>DOE P 205.1 C.7.1.6.1</td>
<td>C.7.1.6.1</td>
<td>Risk Management Approach</td>
<td>Approve</td>
<td>CO / IT System Authorizing Official (AO)</td>
<td>Once, then as revisions are made</td>
<td>Within 120 days of Notice to Proceed</td>
</tr>
<tr>
<td>Item #</td>
<td>Source Reference</td>
<td>PWS Reference</td>
<td>Deliverable</td>
<td>DOE Action</td>
<td>CBFO Approver/ Recipient</td>
<td>Frequency</td>
<td>Due Date</td>
</tr>
<tr>
<td>--------</td>
<td>------------------</td>
<td>---------------</td>
<td>-------------</td>
<td>------------</td>
<td>--------------------------</td>
<td>-----------</td>
<td>----------</td>
</tr>
<tr>
<td><strong>25</strong></td>
<td>DOE P 205.1 and DOE O 206.1</td>
<td>C.7.1.6.1</td>
<td>Incident Response and Cyber Security Contingency Plan</td>
<td>Approve</td>
<td>CO / IT System AO</td>
<td>Once, then as revisions are made</td>
<td>Within 30 days of Notice to Proceed</td>
</tr>
<tr>
<td><strong>26</strong></td>
<td>DOE P 205.1</td>
<td>C.7.1.6.3</td>
<td>System Security Plan (SSP)</td>
<td>Approve</td>
<td>CO / IT System (AO)</td>
<td>Once, then as revisions are made</td>
<td>Within 30 days of Notice to Proceed</td>
</tr>
<tr>
<td><strong>27</strong></td>
<td>DOE O 206.1</td>
<td>C.7.1.6.7</td>
<td>Annual Privacy Training</td>
<td>Approve</td>
<td>CO / Subject Matter Expert</td>
<td>Annual</td>
<td>Within 30 days of Notice to Proceed and annually thereafter</td>
</tr>
<tr>
<td><strong>28</strong></td>
<td>DOE O 206.1</td>
<td>C.7.1.6.7</td>
<td>Draft Privacy Needs Assessments / Privacy Impact Assessments</td>
<td>Approve</td>
<td>CO / IT System AO</td>
<td>Once, then as revisions needed for subsequent revisions</td>
<td>Within 30 days of Notice to Proceed</td>
</tr>
<tr>
<td><strong>29</strong></td>
<td>Section H, Records Management</td>
<td>C.7.1.7</td>
<td>Records Management Plan</td>
<td>Approve</td>
<td>CO / Government Information Specialist</td>
<td>Once, then as revisions are made</td>
<td>Within 60-120 days of Notice to Proceed</td>
</tr>
<tr>
<td><strong>30</strong></td>
<td>Section H, Records Management</td>
<td>C.7.1.7</td>
<td>Records Disposition Plan</td>
<td>Approve</td>
<td>CO / Government Information Specialist</td>
<td>Once, then as revisions are made</td>
<td>Within 6 months of Notice to Proceed: Annually by 4/30 thereafter if changes made</td>
</tr>
<tr>
<td><strong>31</strong></td>
<td>Government Publishing Office (GPO)</td>
<td>C.7.1.7</td>
<td>Commercial Printing Report</td>
<td>Information</td>
<td>CO / Government Information Specialist</td>
<td>Semi-Annual</td>
<td>4/5,10/5</td>
</tr>
<tr>
<td><strong>32</strong></td>
<td>GPO</td>
<td>C.7.1.7</td>
<td>The Printing and Publishing of the 3-year Site Plan</td>
<td>Information</td>
<td>CO / Subject Matter Expert</td>
<td>Annually</td>
<td>10/31</td>
</tr>
<tr>
<td><strong>33</strong></td>
<td>DOE O 243.1, 36 CFR 1236, Section H, Records Management</td>
<td>C.7.1.7</td>
<td>Essential (formerly &quot;Vital&quot;) Records Program and Inventory</td>
<td>Approve</td>
<td>COR / Government Information Specialist</td>
<td>Annually</td>
<td>Within 6 months of Notice to Proceed: Annually by 7/31 thereafter</td>
</tr>
<tr>
<td><strong>34</strong></td>
<td>Section H, Records Management</td>
<td>C.7.1.7</td>
<td>Electronic Information Systems (EIS) Inventory</td>
<td>Approve</td>
<td>COR / Government Information Specialist (RMFO)</td>
<td>Annually</td>
<td>Within 6 months of Notice to Proceed: Annually by 10/31 thereafter</td>
</tr>
<tr>
<td>Item #</td>
<td>Source Reference</td>
<td>PWS Reference</td>
<td>Deliverable</td>
<td>DOE Action</td>
<td>CBFO Recipient/Approver</td>
<td>Frequency</td>
<td>Due Date</td>
</tr>
<tr>
<td>-------</td>
<td>------------------</td>
<td>---------------</td>
<td>----------------------------------</td>
<td>------------</td>
<td>-------------------------</td>
<td>-----------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>35</td>
<td>DOE O 243.1; Section H, Records Management</td>
<td>C.7.1.7</td>
<td>Site-wide File Plan</td>
<td>Approve</td>
<td>COR / Government Information Specialist (RMFO)</td>
<td>Annually</td>
<td>Within 6 months of Notice to Proceed: Annually by 4/30 thereafter</td>
</tr>
<tr>
<td>36</td>
<td>Section H, Privacy Act Systems of Record</td>
<td>C.7.1.7</td>
<td>Privacy Act System of Record Review</td>
<td>Approve</td>
<td>COR / Government Information Specialist (RMFO)</td>
<td>Annually, review list and notify CO, in writing, that the list is accurate and up to date, or provide revision.</td>
<td>Within 6 months of Notice to Proceed: Annually by 7/31 thereafter</td>
</tr>
<tr>
<td>37524</td>
<td>Section H, DOE-H-2045 Contractor Community Commitment</td>
<td>C.7.1.8</td>
<td>Annual Community Commitment Plan Information</td>
<td>Approve</td>
<td>CO</td>
<td>Annually</td>
<td>10/31</td>
</tr>
<tr>
<td>38622</td>
<td>Section H, DOE-H-2045 Contractor Community Commitment</td>
<td>C.7.1.8</td>
<td>Progress reports on Community Commitment Plan progress Information</td>
<td>Approve</td>
<td>CO</td>
<td>Semi-Annually</td>
<td>4/30, 10/31</td>
</tr>
<tr>
<td>39743</td>
<td>C.7.1.10.1</td>
<td>C.7.1.10.1</td>
<td>Phase-out Transition Plan</td>
<td>Approve</td>
<td>CO</td>
<td>Once</td>
<td>60 days prior to end of contract period of performance</td>
</tr>
<tr>
<td>40385</td>
<td>C.7.1.10.2</td>
<td>C.7.1.10.2</td>
<td>Closeout Plan</td>
<td>Approve</td>
<td>CO</td>
<td>Once</td>
<td>60 days prior to end of contract period of performance</td>
</tr>
<tr>
<td>41396</td>
<td>DEAR 970.5245</td>
<td>C.7.1.11</td>
<td>Vehicle Usage Report to CBFO</td>
<td>Information</td>
<td>CO</td>
<td>Annual</td>
<td>11/30</td>
</tr>
<tr>
<td>42032</td>
<td>I.142</td>
<td>C.7.1.11</td>
<td>Property Management System (including Plans, Systems, Procedures)</td>
<td>Approve</td>
<td>CO</td>
<td>Once, then annually</td>
<td>Within 135 days of Notice to Proceed</td>
</tr>
<tr>
<td>43485</td>
<td>I.142</td>
<td>C.7.1.11</td>
<td>Report of Physical Inventory</td>
<td>Approve</td>
<td>CO</td>
<td>Annual</td>
<td>9/30</td>
</tr>
<tr>
<td><strong>442</strong></td>
<td>Section H, DOE-H-2027 Contractor Property Management Systems Administration</td>
<td>C.7.1.11.1</td>
<td>Contractor Property Management System</td>
<td>Approve</td>
<td>COR / DOE Property Administrator</td>
<td>Once, then as revisions are made</td>
<td>Within 60 days of Notice to Proceed</td>
</tr>
<tr>
<td>45303</td>
<td>DOE Request</td>
<td>C.7.1.11.1</td>
<td>Facility Information Management</td>
<td>Information</td>
<td>COR / Program Manager</td>
<td>Annual</td>
<td>9/30</td>
</tr>
<tr>
<td>Item #</td>
<td>Source Reference</td>
<td>PWS Reference</td>
<td>Deliverable</td>
<td>DOE Action</td>
<td>CBFO Recipient/ Approver</td>
<td>Frequency</td>
<td>Due Date</td>
</tr>
<tr>
<td>-------</td>
<td>-----------------</td>
<td>---------------</td>
<td>-------------</td>
<td>------------</td>
<td>--------------------------</td>
<td>-----------</td>
<td>----------</td>
</tr>
<tr>
<td>46410</td>
<td>DOE Request</td>
<td>C.7.1.11.1</td>
<td>FIMS Annual Reports</td>
<td>Information</td>
<td>COR / Program Manager</td>
<td>Annual</td>
<td>9/30</td>
</tr>
<tr>
<td><strong>472</strong></td>
<td>DOE O 430.1</td>
<td>C.7.1.11.1(6)</td>
<td>Five (5) Year Site Plan</td>
<td>Approve</td>
<td>COR / DOE Property Administrator</td>
<td>Annual</td>
<td>Within 45 days of Notice to Proceed</td>
</tr>
<tr>
<td>4864</td>
<td>DOE O 433.1</td>
<td>C.7.1.11.2</td>
<td>List of GFE maintenance affected by shipping schedule, budget, or funding constraints</td>
<td>Approve</td>
<td>CO</td>
<td>Annual</td>
<td>9/30</td>
</tr>
<tr>
<td>49243</td>
<td>1.172 DOE G 580.1-1a</td>
<td>C.7.1.11.3</td>
<td>Personal Property Furnished to Non-Federal Recipients Report to CBFO</td>
<td>Information</td>
<td>CO</td>
<td>Annual, Data Call</td>
<td>10/31</td>
</tr>
<tr>
<td>50485</td>
<td>DEAR 970.5245</td>
<td>C.7.1.11.5</td>
<td>GSA Vehicle Use</td>
<td>Information</td>
<td>CO</td>
<td>Annual</td>
<td>10/31</td>
</tr>
<tr>
<td><strong>514</strong></td>
<td>Section H, DOE-H-2001 Employee Compensation: Pay and Benefits</td>
<td>C.7.1.12</td>
<td>List of the Top 5 Highly Compensated Executives and Total Compensation</td>
<td>Information</td>
<td>CO / CHRM Specialist</td>
<td>Once, then Annually</td>
<td>Within 20 days of Notice to Proceed, then Annually by 1/10</td>
</tr>
<tr>
<td><strong>520</strong></td>
<td>Section H, DOE-H-2001 Employee Compensation: Pay and Benefits</td>
<td>C.7.1.12</td>
<td>Compensation Increase Plan</td>
<td>Approve</td>
<td>CO / CHRM Specialist</td>
<td>Once, then Annually</td>
<td>Within 20 days of Notice to Proceed, then Annually by 1/10 and where there is a change to total compensation thereafter</td>
</tr>
<tr>
<td>53148</td>
<td>Financial Accounting Standards Board (FASB) ASC 715</td>
<td>C.7.1.12</td>
<td>Pension Report (provided to CBFO &amp; HQ)</td>
<td>Information</td>
<td>iBenefits portal w/ copy to CO</td>
<td>Annual, per DOE schedule</td>
<td>5/15</td>
</tr>
<tr>
<td>54249</td>
<td>Financial Accounting Standards Board (FASB) ASC 715</td>
<td>C.7.1.12</td>
<td>Post Retirement Benefits other than Pension (provided to CBFO &amp; HQ)</td>
<td>Information</td>
<td>iBenefits Portal w/copy to CO</td>
<td>Annual, per DOE schedule</td>
<td>6/12</td>
</tr>
<tr>
<td>55204</td>
<td>Section H, DOE-H-2001 Employee Compensation: Pay and Benefits</td>
<td>C.7.1.12</td>
<td>Pension Plan Changes</td>
<td>Approve</td>
<td>CO / CHRM Specialist</td>
<td>60 days prior to change</td>
<td>9/30</td>
</tr>
<tr>
<td>Item #</td>
<td>Source Reference</td>
<td>PWS Reference</td>
<td>Deliverable Description</td>
<td>DOE Action</td>
<td>CBFO Recipient/Approver</td>
<td>Frequency</td>
<td>Due Date</td>
</tr>
<tr>
<td>--------</td>
<td>----------------</td>
<td>--------------</td>
<td>--------------------------</td>
<td>------------</td>
<td>--------------------------</td>
<td>-----------</td>
<td>----------</td>
</tr>
<tr>
<td><strong>564</strong></td>
<td>10 CFR 830 DOE O 414.1</td>
<td>C.7.2</td>
<td>Quality Assurance Program</td>
<td>Approve</td>
<td>COR / Program Manager</td>
<td>Annual</td>
<td></td>
</tr>
<tr>
<td>40</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>575</strong></td>
<td>Section H, DOE-H-7003 Contractor Assurance System DOE O 226.1</td>
<td>C.7.2</td>
<td>Contractor Assurance System</td>
<td>Approve</td>
<td>COR / CO</td>
<td>Once, then as revisions are made</td>
<td>Within 45 days of Notice to Proceed</td>
</tr>
<tr>
<td>24</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>586</strong></td>
<td>DOE O 460.1</td>
<td>C.7.2.5</td>
<td>Quality Assurance Program for Certified Type B or Fissile Materials Packaging</td>
<td>Approve</td>
<td>COR / CO Safety and Health Division</td>
<td>Once, then as revisions are made</td>
<td>Within 30 days of Notice to Proceed</td>
</tr>
<tr>
<td>32</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>592</strong></td>
<td>Section H, DOE-H-2053 Worker Safety and Health Program in Accordance with 10 CFR 851</td>
<td>C.7.3.1</td>
<td>Worker Safety and Health Program (WSHP)</td>
<td>Approve</td>
<td>COR / CO Safety and Health Division</td>
<td>Once, then annually thereafter (and whenever a significant change or addition is made)</td>
<td>Within 45 days of Notice to Proceed</td>
</tr>
<tr>
<td>43</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>60584</td>
<td>Section H, Labor Standards DOE O 350.3 29CFR,Part 5.7(b)</td>
<td>C.7.3</td>
<td>Davis Bacon Act Enforcement Report (in iBenefits)</td>
<td>Information</td>
<td>iBenefits Portal w/c to Contracting Officer (CO)</td>
<td>Semi-Annually</td>
<td>Per iBenefits</td>
</tr>
<tr>
<td>576</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>61595</td>
<td>DOE O 436.1</td>
<td>C.7.3.1</td>
<td>Site Sustainability Plan</td>
<td>Information</td>
<td>COR / Program Manager</td>
<td>Annual Update</td>
<td>11/30</td>
</tr>
<tr>
<td>620</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>576</strong></td>
<td>10 CFR 830 and 48 CFR 970.5223-1</td>
<td>C.7.3.1</td>
<td>Integrated Safety Management System (ISMS)</td>
<td>Approve</td>
<td>COR / Safety and Health Division</td>
<td>Once, then as revisions are made</td>
<td>Within 30 days of Notice to Proceed</td>
</tr>
<tr>
<td>43</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>63488</td>
<td>10 CFR 830 and 48 CFR 970.5223-1</td>
<td>C.7.3.1</td>
<td>Performance Objectives Measures and Commitments (POMC) Update</td>
<td>Approve</td>
<td>COR / Safety and Health Division</td>
<td>Annually</td>
<td>10/31</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>64259</td>
<td>DOE/EH-0433</td>
<td>C.7.3.1</td>
<td>VPP Review and Report</td>
<td>Information</td>
<td>COR / Safety and Health Division</td>
<td>Annual</td>
<td>1/15</td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>652</strong></td>
<td>DOE O 420.1</td>
<td>C.7.3.7</td>
<td>Fire Protection Program</td>
<td>Approve</td>
<td>COR / OEP</td>
<td>Once, then as revisions are made</td>
<td>Within 30 days of Notice to Proceed</td>
</tr>
<tr>
<td>453</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>66410</td>
<td>DOE O 420.1</td>
<td>C.7.3.7</td>
<td>Fire Protection Program Self-Assessment</td>
<td>Information</td>
<td>COR / CBFO Manager</td>
<td>Triennial and if CO requests early submittal</td>
<td>Every 3 Years</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>675</strong></td>
<td>DOE O 420.1</td>
<td>C.7.3.7</td>
<td>Criticality Safety Program Document</td>
<td>Approve</td>
<td>COR / CO Safety Basis Approval Authority</td>
<td>Once, then as revisions are made</td>
<td>Within 30 days of Notice to Proceed</td>
</tr>
<tr>
<td>Item #</td>
<td>Source Reference</td>
<td>PWS Reference</td>
<td>Deliverable</td>
<td>DOE Action</td>
<td>CBFO Recipient/Approver</td>
<td>Frequency</td>
<td>Due Date</td>
</tr>
<tr>
<td>-------</td>
<td>------------------</td>
<td>---------------</td>
<td>-------------</td>
<td>------------</td>
<td>-------------------------</td>
<td>-----------</td>
<td>----------</td>
</tr>
<tr>
<td><strong>686</strong></td>
<td>DOE O 420.1 1.144(e) 10 CFR 830</td>
<td>C.7.3.7</td>
<td>Documented Safety Analyses, Safety Basis, and Emergency Management Documents</td>
<td>Approve</td>
<td>COR / CO Safety Basis Approval Authority</td>
<td>Once, then as revisions are made</td>
<td>Within 30 days of Notice to Proceed</td>
</tr>
<tr>
<td>6923</td>
<td>10 CFR 830</td>
<td>C.7.3.7</td>
<td>Unreviewed Safety Question Determination (USQD) Summary Report</td>
<td>Information</td>
<td>COR / Safety Basis Approval Authority</td>
<td>Annual</td>
<td>12/31</td>
</tr>
<tr>
<td><strong>71696</strong></td>
<td>DOE O 231.1</td>
<td>C.7.4</td>
<td>Annual Site Environmental Report</td>
<td>Information</td>
<td>COR / OEP Site Regulatory Specialist</td>
<td>Annual by October 1 for the previous calendar year</td>
<td>10/1</td>
</tr>
<tr>
<td>72062</td>
<td>40 CFR 194.33, 40 CFR § 191.14(b)</td>
<td>C.7.4</td>
<td>Delaware Basin Drilling Surveillance Program Annual Report</td>
<td>Information</td>
<td>COR / OEP Site Regulatory Specialist</td>
<td>Annual</td>
<td>9/30</td>
</tr>
<tr>
<td><strong>73168</strong></td>
<td>LWA Section 9(a)(2)</td>
<td>C.7.4</td>
<td>Biennial Site Environmental Compliance, Approve, CBFO transmits to EPA and others on distribution</td>
<td>COR / OEP EPA HQ Office of Air &amp; Radiation in DC, EPA Region VI, Secretary, NMED, NM Energy Minerals &amp; Natural Resources Dept., BLM in DC, US Fish &amp; Wildlife in DC, US NRC in MD, DOE HQ NEPA Policy &amp; Compliance in DC</td>
<td>Biennial. Even Numbered years</td>
<td>10/31</td>
<td></td>
</tr>
<tr>
<td><strong>74269</strong></td>
<td>DOE O 458.1, 40 CFR 194.42</td>
<td>C.7.4</td>
<td>Environmental Monitoring Plan</td>
<td>Information</td>
<td>COR / OEP Site Regulatory Specialist</td>
<td>Annual</td>
<td>9/30</td>
</tr>
<tr>
<td>Item #</td>
<td>Source Reference</td>
<td>PWS Reference</td>
<td>Deliverable</td>
<td>DOE Action</td>
<td>CBFO Recipient/ Approver</td>
<td>Frequency</td>
<td>Due Date</td>
</tr>
<tr>
<td>--------</td>
<td>-----------------</td>
<td>---------------</td>
<td>-------------</td>
<td>------------</td>
<td>--------------------------</td>
<td>-----------</td>
<td>---------</td>
</tr>
<tr>
<td><strong>752</strong></td>
<td>10 CFR 851.11(c)(1)</td>
<td>C.7.4</td>
<td>Worker Safety and Health Plan</td>
<td>Approve</td>
<td>COR / OWIPP</td>
<td>Once, then annually thereafter and as changes occur</td>
<td>Within 30 days of Notice to Proceed.</td>
</tr>
<tr>
<td>7640</td>
<td>LWA, Section 8 (f)</td>
<td>C.7.4.1</td>
<td>Recertification Application to the EPA Administration, DC</td>
<td>Approve</td>
<td>COR / Office of Environmental Protection (OEP), Compliance Certification Manager</td>
<td>Every 5 years, 30-45 days in advance of scheduled annual inspection</td>
<td>Every 5 years, determined based on date of previous submittal</td>
</tr>
<tr>
<td>7754</td>
<td>40 CFR 194.4(b)(4)</td>
<td>C.7.4.1</td>
<td>Change Report to the Office of Radiation &amp; Indoor Air, EPA</td>
<td>Information</td>
<td>COR / OEP Compliance Certification Manager</td>
<td>Annual</td>
<td>11/18</td>
</tr>
<tr>
<td>7863</td>
<td>TSCA, 40 CFR 761.180 Annual</td>
<td>C.7.4.1</td>
<td>PCB Report (including document log), to EPA Region 6</td>
<td>Approve</td>
<td>COR / OEP Compliance Certification Manager</td>
<td>Annual</td>
<td>7/15</td>
</tr>
<tr>
<td>7974</td>
<td>CERCLA 40 CFR 370.25 1.51</td>
<td>C.7.4.1</td>
<td>SARA Title III, Tier II, National Response Center, NMED, EPA, Region VI, Local Emergency Planning Committee in Carlsbad, NM Emergency Response Commission in SF</td>
<td>Approve</td>
<td>COR / OEP</td>
<td>Annual</td>
<td>3/31</td>
</tr>
<tr>
<td>8206</td>
<td>40 CFR 191.14(b)</td>
<td>C.7.4.1</td>
<td>Subsidence Report to EPA Compliance Program Manager, Mine</td>
<td>Approve</td>
<td>COR / Recertification Manager</td>
<td>Annual</td>
<td>1/31</td>
</tr>
<tr>
<td>Item #</td>
<td>Source Reference</td>
<td>PWS Reference</td>
<td>Deliverable</td>
<td>DOE Action</td>
<td>CBFO Recipient/ Approver</td>
<td>Frequency</td>
<td>Due Date</td>
</tr>
<tr>
<td>--------</td>
<td>------------------</td>
<td>---------------</td>
<td>-------------</td>
<td>------------</td>
<td>--------------------------</td>
<td>-----------</td>
<td>----------</td>
</tr>
<tr>
<td>83278</td>
<td>RCRA/HWFP L-4c(3) &amp; N-4e</td>
<td>C.7.4.2</td>
<td>Laboratory Operating Procedures</td>
<td>Approve</td>
<td>COR / RCRA Program Manager</td>
<td>Annual</td>
<td>1/31</td>
</tr>
<tr>
<td>84270</td>
<td>RCRA HWFP I.3.2</td>
<td>C.7.4.2</td>
<td>RCRA Permit Renewal, to Hazardous Waste Permits Program Mgr, Hazardous Waste Bureau, NMED, SF</td>
<td>Approve</td>
<td>COR / RCRA Program Manager</td>
<td>Every 10 years</td>
<td>7/1</td>
</tr>
<tr>
<td>85379</td>
<td>RCRA HWFP 4.6.4.2</td>
<td>C.7.4.2</td>
<td>Mine Ventilation Report, to Hazardous Waste Permits Program Manager, NMED</td>
<td>Approve</td>
<td>COR / RCRA Program Manager</td>
<td>Annual</td>
<td>10/27</td>
</tr>
<tr>
<td>86410</td>
<td>RCRA HWFP 4.6.1.2</td>
<td>C.7.4.2</td>
<td>Geotechnical Analysis Report, to Hazardous Waste Program Manager, Hazardous Waste Bureau of the NMED</td>
<td>Approve</td>
<td>COR / RCRA Program Manager/ Site Regulatory Specialist</td>
<td>Annual</td>
<td>10/27</td>
</tr>
<tr>
<td>87524</td>
<td>Waste Minimization Statement</td>
<td>C.7.4.2</td>
<td>Waste Minimization Statement</td>
<td>Approve, CBFO transmits to NMED</td>
<td>COR / RCRA Program Manager</td>
<td>Annual</td>
<td>12/31</td>
</tr>
<tr>
<td>88643</td>
<td>NM Water Quality Act, 20.6.2.3107 NMAC (DP-831)</td>
<td>C.7.4.2</td>
<td>Water Discharge Report – Information Changes, NMED, Groundwater Pollution Prevention Section (Semi-Annual DP-831 Report) SF</td>
<td>Approve</td>
<td>COR / OEP Site Regulatory Specialist</td>
<td>Semi-Annual</td>
<td>1/15, 7/15</td>
</tr>
<tr>
<td>89243</td>
<td>RCRA 40 CFR 264.75 (20.4.1.500 NMAC)</td>
<td>C.7.4.2</td>
<td>RCRA Biennial Report, NMED Hazardous Waste Bureau, Data Mgmt Program, NMED, SF</td>
<td>Approve, CBFO transmits to NMED</td>
<td>COR / RCRA Program Manager</td>
<td>Biennially, even numbered years</td>
<td>3/1</td>
</tr>
<tr>
<td>90884</td>
<td>NMAC 20.4.3</td>
<td>C.7.4.2</td>
<td>Hazardous Waste Generation Fee</td>
<td>Information</td>
<td>COR / RCRA Program Manager</td>
<td>Annual, based on receipt of invoice</td>
<td>Pay fee to NMED</td>
</tr>
<tr>
<td>Item #</td>
<td>Source Reference</td>
<td>PWS Reference</td>
<td>Deliverable</td>
<td>DOE Action</td>
<td>CBFO Recipient/ Approver</td>
<td>Frequency</td>
<td>Due Date</td>
</tr>
<tr>
<td>--------</td>
<td>------------------</td>
<td>---------------</td>
<td>-------------</td>
<td>------------</td>
<td>--------------------------</td>
<td>-----------</td>
<td>---------</td>
</tr>
<tr>
<td>8915</td>
<td>RCRA HWFP Part 4 Section 4.6.6.2</td>
<td>C.7.4.2</td>
<td>Volatile Organic Compound, Hydrogen, and Methane Data Summary Report</td>
<td>Approve</td>
<td>COR / RCRA Program Manager</td>
<td>Semi-Annual</td>
<td>4/30, 10/30</td>
</tr>
<tr>
<td><strong>920</strong></td>
<td>DOE O 470.4</td>
<td>C.7.5</td>
<td>Safeguards &amp; Security Plan</td>
<td>Approve</td>
<td>COR / Security Officer</td>
<td>Once, then annually thereafter and as changes occur</td>
<td>Within 30 days of Notice to Proceed, 9/30</td>
</tr>
<tr>
<td>9115</td>
<td>DOE O 151.1</td>
<td>C.7.6</td>
<td>Emergency Planning Hazards Survey Updated for TP-III and pool fires</td>
<td>Information</td>
<td>COR / CBFO Manager</td>
<td>Triennial or as required</td>
<td>Every 3 Years, and if CO requests early submittal</td>
</tr>
<tr>
<td>94180</td>
<td>DOE O 151.1</td>
<td>C.7.6</td>
<td>Emergency Readiness Assurance Plan</td>
<td>Approve</td>
<td>COR</td>
<td>Annual</td>
<td>9/30</td>
</tr>
<tr>
<td>95308</td>
<td>DOE O 151.1</td>
<td>C.7.6</td>
<td>Emergency Management Program Plan</td>
<td>Information</td>
<td>COR /CBFO Manager</td>
<td>Annual</td>
<td>9/30</td>
</tr>
<tr>
<td>9640</td>
<td>DOE O 151.1</td>
<td>C.7.6</td>
<td>Annual Exercise Package (Plan)</td>
<td>Approve</td>
<td>COR / CBFO Manager</td>
<td>Annual</td>
<td>9/30</td>
</tr>
<tr>
<td>97524</td>
<td>LWA Section 16, subsection C (1)(A)&amp;(B)</td>
<td>C.7.6 C.7.1.8</td>
<td>External Emergency Management staff assignments</td>
<td>Information</td>
<td>COR / CBFO Public Affairs Manager</td>
<td>Weekly</td>
<td>Every Tuesday</td>
</tr>
<tr>
<td><strong>986</strong></td>
<td>Section H, DOE-H-2001 Employee Compensation: Pay and Benefits</td>
<td>N/A</td>
<td>Contractor Employee Compensation Plan</td>
<td>Approve</td>
<td>COR / CO</td>
<td>As required</td>
<td>No later than the end of the transition period</td>
</tr>
<tr>
<td>99243</td>
<td>Section H, DOE-H-2001 Employee Compensation: Pay and Benefits</td>
<td>N/A</td>
<td>Annual Contractor Salary-Wage Increase Expenditure Report</td>
<td>Information</td>
<td>CO</td>
<td>Annual</td>
<td>Annually, 30 days after the end of the Compensation Increase Plan Year</td>
</tr>
<tr>
<td>10046</td>
<td>Section H, DOE-H-2001 Employee Compensation: Pay and Benefits</td>
<td>N/A</td>
<td>Annual Report of Compensation and Benefits in iBenefits</td>
<td>Information</td>
<td>CO</td>
<td>Annual</td>
<td>Annually per iBenefits</td>
</tr>
<tr>
<td>10190</td>
<td>Section H, DOE-H-2001 Employee Compensation: Pay and Benefits</td>
<td>N/A</td>
<td>Variable Pay Programs/ Incentives/ Bonuses</td>
<td>Approve</td>
<td>CO</td>
<td>As required</td>
<td>Prior to implementation and upon revision</td>
</tr>
<tr>
<td><strong>102</strong></td>
<td>Section H Workforce Transition And Benefits Transition:</td>
<td>N/A</td>
<td>Preference in Hiring Reports</td>
<td>Information</td>
<td>CO</td>
<td>As required</td>
<td>Weekly during transition, then as requested by CO</td>
</tr>
</tbody>
</table>

J-6-11
<table>
<thead>
<tr>
<th>Item #</th>
<th>Source Reference</th>
<th>PWS Reference</th>
<th>Deliverable</th>
<th>DOE Action</th>
<th>CBFO Recipient/Approver</th>
<th>Frequency</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>10349</td>
<td>Section H, DOE-H-2001 Employee Compensation: Pay and Benefits</td>
<td>N/A</td>
<td>Top Contractor Official and Key Personnel Salary</td>
<td>Approve</td>
<td>CO</td>
<td>As required</td>
<td>30 days prior to effective date of salary action</td>
</tr>
<tr>
<td>10429</td>
<td>Section H, DOE-H-2001 Employee Compensation: Pay and Benefits</td>
<td>N/A</td>
<td>Employee Benefits Value (Ben-Val) study</td>
<td>Information</td>
<td>CO</td>
<td>As required</td>
<td>First year, then every 2 years</td>
</tr>
<tr>
<td>10520</td>
<td>Section H, DOE-H-2001 Employee Compensation: Pay and Benefits</td>
<td>N/A</td>
<td>Employee Benefits Cost Study Comparison</td>
<td>Information</td>
<td>CO</td>
<td>Annual</td>
<td>Annually, within 30 days after HQ issues report</td>
</tr>
<tr>
<td>10641</td>
<td>Section H, DOE-H-2001 Employee Compensation: Pay and Benefits</td>
<td>N/A</td>
<td>Pension and Other Benefit Programs Data Submittals into iBenefits</td>
<td>Information</td>
<td>CO</td>
<td>As required</td>
<td>per iBenefits</td>
</tr>
<tr>
<td>10752</td>
<td>Section H, DOE-H-2001 Employee Compensation: Pay and Benefits</td>
<td>N/A</td>
<td>Audit Report of Pension Plan in Accordance with ERISA Section 103</td>
<td>Information</td>
<td>CO</td>
<td>Annual</td>
<td>Annually, no later than IRS Form 5500 due date</td>
</tr>
<tr>
<td>10862</td>
<td>Section H, DOE-H-2001 Employee Compensation: Pay and Benefits</td>
<td>N/A</td>
<td>Certification in Accordance with ERISA Section 104</td>
<td>Information</td>
<td>CO</td>
<td>As required</td>
<td>As required</td>
</tr>
<tr>
<td>10924</td>
<td>Section H, DOE-H-2001 Employee Compensation: Pay and Benefits</td>
<td>N/A</td>
<td>Pension Management Plan/PRB Submitted into iBenefits</td>
<td>Information</td>
<td>CO</td>
<td>Annual</td>
<td>Annually per iBenefits</td>
</tr>
<tr>
<td>11002</td>
<td>Section H, DOE-H-2001 Employee Compensation: Pay and Benefits</td>
<td>N/A</td>
<td>Actuarial Valuation Reports</td>
<td>Information</td>
<td>CO</td>
<td>Annual</td>
<td>Annually after last day of Plan Year, not later than due date for filing IRS Form 5500</td>
</tr>
<tr>
<td>11102</td>
<td>Section H, DOE-H-2001 Employee Compensation: Pay and Benefits</td>
<td>N/A</td>
<td>IRS Forms 5500 with Schedules</td>
<td>Information</td>
<td>CO</td>
<td>Annual</td>
<td>Upon submittal to the IRS</td>
</tr>
<tr>
<td>11202</td>
<td>Section H, DOE-H-2001 Employee Compensation: Pay and Benefits</td>
<td>N/A</td>
<td>IRS Forms 5300</td>
<td>Information</td>
<td>CO</td>
<td>As required</td>
<td>Upon submittal to the IRS</td>
</tr>
<tr>
<td>Item #</td>
<td>Source Reference</td>
<td>PWS Reference</td>
<td>Deliverable</td>
<td>DOE Action</td>
<td>CBFO Recipient/Approver</td>
<td>Frequency</td>
<td>Due Date</td>
</tr>
<tr>
<td>---------</td>
<td>------------------</td>
<td>--------------</td>
<td>-------------</td>
<td>------------</td>
<td>--------------------------</td>
<td>-----------</td>
<td>---------</td>
</tr>
<tr>
<td>11340</td>
<td>Section H, DOE-H-2001 Employee Compensation: Pay and Benefits</td>
<td>N/A</td>
<td>Proposed Changes to Pension Plans and Benefits Plans</td>
<td>Approve</td>
<td>CO</td>
<td>As required</td>
<td>At least 60 days prior to proposed revisions</td>
</tr>
<tr>
<td>*1142</td>
<td>Section H, Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits</td>
<td>N/A</td>
<td>Allowable Salary for Key Personnel</td>
<td>Review</td>
<td>COR/CO</td>
<td>As required</td>
<td>Within 20 days of Notice to Proceed</td>
</tr>
<tr>
<td>*1154</td>
<td>Section H, Workforce Transition and Benefits Transition: Plans and Timeframes</td>
<td>N/A</td>
<td>Final Workforce Transition Communication Plan</td>
<td>Approve</td>
<td>CO/ CHRM Specialist</td>
<td>As required</td>
<td>Within 15 days of Notice to Proceed</td>
</tr>
<tr>
<td>*1164</td>
<td>Section H, Workforce Transition and Benefits Transition: Plans and Timeframes</td>
<td>N/A</td>
<td>Final Workforce Transition Plan</td>
<td>Approve</td>
<td>COR / CO</td>
<td>As required</td>
<td>Within 30 days of Notice to Proceed</td>
</tr>
<tr>
<td>*1175</td>
<td>Section H, Workforce Transition and Benefits Transition: Plans and Timeframes</td>
<td>N/A</td>
<td>Final Benefits Transition Plan: Transition Agreements</td>
<td>Approve</td>
<td>COR / CO</td>
<td>As required</td>
<td>Within 60 days of Notice to Proceed</td>
</tr>
<tr>
<td>*1186</td>
<td>Section H, Workforce Transition and Benefits Transition: Plans and Timeframes</td>
<td>N/A</td>
<td>Final Benefits Transition Plan: New Benefit Plans</td>
<td>Approve</td>
<td>COR / CO</td>
<td>As required</td>
<td>No later than 60 days after Notice to Proceed and prior to adopting documents</td>
</tr>
<tr>
<td>11923</td>
<td>Section H, Workforce Transition and Benefits Transition: Plans and Timeframes</td>
<td>N/A</td>
<td>Timely Data Responses to Departmental Annual and Ad Hoc Pension, PRB, and Benefit Plan Data Requests</td>
<td>Information</td>
<td>CO</td>
<td>As required</td>
<td>Upon Contracting Officer request</td>
</tr>
<tr>
<td>12048</td>
<td>Section H, DOE-H-2028 Labor Relations</td>
<td>N/A</td>
<td>Collective Bargaining Agreement Economic Bargaining Parameters</td>
<td>Approve</td>
<td>CO</td>
<td>As required</td>
<td>Prior to entering the collective bargaining process</td>
</tr>
<tr>
<td>Item #</td>
<td>Source Reference</td>
<td>PWS Reference</td>
<td>Deliverable</td>
<td>DOE Action</td>
<td>CBFO Recipient/ Approver</td>
<td>Frequency</td>
<td>Due Date</td>
</tr>
<tr>
<td>-------</td>
<td>---------------------------------------------------------------------------------</td>
<td>---------------</td>
<td>----------------------------------------------------------------------------</td>
<td>---------------------</td>
<td>--------------------------</td>
<td>--------------------</td>
<td>----------------------------------------------</td>
</tr>
<tr>
<td>12149</td>
<td>Section H, DOE-H-2028 Labor Relations</td>
<td>N/A</td>
<td>Report of Settlement (Labor Reports) in iBenefits</td>
<td>Information</td>
<td>CO</td>
<td>As required</td>
<td>Per iBenefits</td>
</tr>
<tr>
<td>12204</td>
<td>Section H, DOE-H-2028 Labor Relations</td>
<td>N/A</td>
<td>Labor Relations Semi-Annual Report</td>
<td>Information</td>
<td>CO</td>
<td>As required</td>
<td>Every 6 months, 7/15, 1/15</td>
</tr>
<tr>
<td>12311</td>
<td>Section H, Workforce Restructuring DOE O 350.3</td>
<td>N/A</td>
<td>Workforce Restructuring Plan</td>
<td>Approve</td>
<td>CO</td>
<td>As required</td>
<td>At least 30 business days in advance of the first communication planned for employees and the public</td>
</tr>
<tr>
<td>12423</td>
<td>Section H, Workforce Restructuring DOE O 350.3</td>
<td>N/A</td>
<td>Diversity Impact Analysis of Involuntary Separation</td>
<td>Approve</td>
<td>CO</td>
<td>As required</td>
<td>As required</td>
</tr>
<tr>
<td>12526</td>
<td>Section H, Workforce Restructuring</td>
<td>N/A</td>
<td>Workforce Restructuring Reports in iBenefits</td>
<td>Information</td>
<td>CO</td>
<td>As required</td>
<td>Per iBenefits</td>
</tr>
<tr>
<td>12644</td>
<td>Section H, Labor Standards;</td>
<td>N/A</td>
<td>Request for Labor Standards Determination</td>
<td>Review</td>
<td>CO</td>
<td>As required</td>
<td>As required</td>
</tr>
<tr>
<td>12752</td>
<td>Section H, Labor Standards</td>
<td>N/A</td>
<td>Standard Form 98 (e98), Notice of Intention to Make a Service Contract and Response Notice</td>
<td>Information</td>
<td>CO</td>
<td>As required</td>
<td>Upon determination of subcontract being covered by Service Contract Labor Standards</td>
</tr>
<tr>
<td>12862</td>
<td>Section H, DOE-H-2073 Risk Management and Insurance Programs; Section I, FAR 52.228-5, Insurance</td>
<td>N/A</td>
<td>Copy of Insurance Policies or Insurance Arrangements</td>
<td>Information</td>
<td>CO</td>
<td>As required</td>
<td>Within 30 days of purchase and upon renewal</td>
</tr>
<tr>
<td>12923</td>
<td>Section H, DOE-H-2073 Risk Management and Insurance Programs</td>
<td>N/A</td>
<td>Insurance Cost, Self-Insurance Charges, and Experience Report</td>
<td>Information</td>
<td>CO</td>
<td>Annual</td>
<td>Annually, end of policy year</td>
</tr>
<tr>
<td><strong>130</strong></td>
<td>Section H, DOE-H-2073 Risk Management and Insurance Programs DOE-H-7024 Workers’</td>
<td>N/A</td>
<td>Insurance Programs including Workers’ Compensation</td>
<td>Approve</td>
<td>CO</td>
<td>As required</td>
<td>Prior to the end of contract transition and upon any revisions</td>
</tr>
<tr>
<td>Item #</td>
<td>Source Reference</td>
<td>PWS Reference</td>
<td>Deliverable</td>
<td>DOE Action</td>
<td>CBFO Recipient/ Approver</td>
<td>Frequency</td>
<td>Due Date</td>
</tr>
<tr>
<td>--------</td>
<td>-----------------</td>
<td>--------------</td>
<td>-------------</td>
<td>------------</td>
<td>--------------------------</td>
<td>-----------</td>
<td>---------</td>
</tr>
<tr>
<td>1312</td>
<td>Section H, DOE-H-7002 Long Range Planning, Program Development, and Budgetary Administration</td>
<td>N/A</td>
<td>Long Range Plan (i.e., 10-year strategic outlook)</td>
<td>Approve</td>
<td>COR/CO</td>
<td>Annual</td>
<td>8/31</td>
</tr>
<tr>
<td><strong>132</strong></td>
<td>Section H, DOE-H-7017 Application of DOE Contractor Requirements Documents</td>
<td>N/A</td>
<td>Directives/Laws/Regulations Compliance Process</td>
<td>Review</td>
<td>COR / CO</td>
<td>As required</td>
<td>Within 30 days of Notice to Proceed</td>
</tr>
<tr>
<td>13312</td>
<td>Section H, DOE-H-2035 Organizational Conflict of Interest Management Plan</td>
<td>N/A</td>
<td>Organizational Conflict of Interest Management Plan</td>
<td>Approve</td>
<td>COR / CO</td>
<td>As required</td>
<td>Within 15 days of Notice to Proceed</td>
</tr>
<tr>
<td>13412</td>
<td>Section H, DOE-H-2046 Diversity Program</td>
<td>N/A</td>
<td>Diversity Report Information</td>
<td>CO</td>
<td>Annual</td>
<td>Annual</td>
<td></td>
</tr>
<tr>
<td><strong>134</strong></td>
<td>Section H, DOE-H-2046 Diversity Program</td>
<td>N/A</td>
<td>Diversity Plan and Updates</td>
<td>Approve</td>
<td>CO</td>
<td>As required</td>
<td>Within 30 days of Notice to Proceed and prior to revisions</td>
</tr>
<tr>
<td><strong>135</strong></td>
<td>Section H, DOE-H-2080 Workplace Substance Abuse Programs at DOE Sites DOE O 350.1 52.223-6 10 CFR 707</td>
<td>N/A</td>
<td>Workplace Substance Abuse Program and Employee Assistance Program</td>
<td>Approve</td>
<td>CO</td>
<td>As required</td>
<td>Prior to the end of contract transition; then as revisions are made</td>
</tr>
<tr>
<td><strong>136</strong></td>
<td>Section H, Legal Management</td>
<td>N/A</td>
<td>Litigation Management Plan</td>
<td>Approve</td>
<td>CO / CBFO Attorney</td>
<td>Once</td>
<td>Within 60 days of Notice to Proceed</td>
</tr>
<tr>
<td><em>137</em></td>
<td>Section J, Attachment J-4, Special Financial Institution Account Agreement for Use With the Payments Cleared Financing Arrangement</td>
<td>N/A</td>
<td>Executed Financial Institution Account Agreement</td>
<td>Information</td>
<td>CO</td>
<td>Once</td>
<td>Within 7 days of Notice to Proceed</td>
</tr>
<tr>
<td>Item #</td>
<td>Source Reference</td>
<td>PWS Reference</td>
<td>Deliverable</td>
<td>DOE Action</td>
<td>CBFO Recipient/Approver</td>
<td>Frequency</td>
<td>Due Date</td>
</tr>
<tr>
<td>--------</td>
<td>-----------------</td>
<td>---------------</td>
<td>-------------</td>
<td>------------</td>
<td>-------------------------</td>
<td>-----------</td>
<td>----------</td>
</tr>
<tr>
<td>13863</td>
<td>I.137(f)</td>
<td>PEMP</td>
<td>Contractor Self-Assessment</td>
<td>Information</td>
<td>COR / CO</td>
<td>Annual</td>
<td>11/30</td>
</tr>
<tr>
<td>13948</td>
<td>DOE O 150.1</td>
<td>N/A</td>
<td>Continuity of Operations Plan</td>
<td>Approve</td>
<td>COR / CO</td>
<td>Once, then Annual</td>
<td></td>
</tr>
<tr>
<td>14048</td>
<td>DOE O 350.1, FAR 52.223-6, 10 CFR 707</td>
<td>N/A</td>
<td>Results of Workplace Substance Abuse Program</td>
<td>Information</td>
<td>CO</td>
<td>Semi-Annual</td>
<td>Every 6 months, 1/30, 7/30</td>
</tr>
<tr>
<td>14148</td>
<td>DOE O 426.2</td>
<td>N/A</td>
<td>Procedure for Granting Exceptions to Training Requirements</td>
<td>Approve</td>
<td>COR / CO</td>
<td>Once, then as revisions are made</td>
<td>Within 60 days of Notice to Proceed</td>
</tr>
<tr>
<td>14248</td>
<td>DOE O 426.2</td>
<td>N/A</td>
<td>Training Program Plan or Training Implementation Matrix</td>
<td>Approve</td>
<td>COR / CO</td>
<td>As required</td>
<td>Within 60 days of Notice to Proceed</td>
</tr>
<tr>
<td>14348</td>
<td>DOE O 433.1</td>
<td>C.7.5</td>
<td>Nuclear Maintenance Management Program</td>
<td>Approve</td>
<td>COR / CO</td>
<td>Every 3 years or as required</td>
<td>At least 60 days prior to startup of new hazard category 1, 2, and 3 nuclear facilities and at least every three years for all hazard category 1, 2, and 3 nuclear facilities</td>
</tr>
<tr>
<td>14448</td>
<td>DOE M 435.1-1</td>
<td>N/A</td>
<td>Radioactive Waste Management Basis</td>
<td>Approve</td>
<td>COR/ Field Element Manager</td>
<td>Once, then as revisions are made</td>
<td>Within 60 days of Notice to Proceed</td>
</tr>
<tr>
<td>14548</td>
<td>DOE M 435.1-1</td>
<td>10 CFR 851.21(b)</td>
<td>Listing of Closure Facility Hazards and Established Controls</td>
<td>Approve</td>
<td>COR/ Field Element Manager</td>
<td>Once, then as revisions are made</td>
<td>Within 30 days of Notice to Proceed</td>
</tr>
<tr>
<td>14648</td>
<td>DOE M 441.1-1</td>
<td>N/A</td>
<td>Technical Basis for Nuclear Material Packaging Systems</td>
<td>Approve</td>
<td>COR/ Field Element Manager</td>
<td>Once, then as revisions are made</td>
<td>Within 60 days of Notice to Proceed</td>
</tr>
<tr>
<td>14748</td>
<td>DOE M 441.1-1</td>
<td>N/A</td>
<td>Nuclear Materials Packaging Surveillance Programs</td>
<td>Approve</td>
<td>COR/ Field Element Manager</td>
<td>Once, then as revisions are made</td>
<td>Within 60 days of Notice to Proceed</td>
</tr>
<tr>
<td>14848</td>
<td>DOE M 441.1-1</td>
<td>N/A</td>
<td>Process for Documenting the Nuclear Materials Storage Program</td>
<td>Approve</td>
<td>COR/ Field Element Manager</td>
<td>Once, then as revisions are made</td>
<td>Within 60 days of Notice to Proceed</td>
</tr>
<tr>
<td>Item #</td>
<td>Source Reference</td>
<td>PWS Reference</td>
<td>Deliverable</td>
<td>DOE Action</td>
<td>CBFO Recipient/Approver</td>
<td>Frequency</td>
<td>Due Date</td>
</tr>
<tr>
<td>--------</td>
<td>------------------</td>
<td>---------------</td>
<td>-------------</td>
<td>------------</td>
<td>-------------------------</td>
<td>-----------</td>
<td>----------</td>
</tr>
<tr>
<td><strong>149</strong></td>
<td>DOE O 442.1</td>
<td>N/A</td>
<td>Employee Concerns Program Implementing Documentation</td>
<td>Approve</td>
<td>COR / CO</td>
<td>Once, then as revisions are made</td>
<td>Within 60 days of Notice to Proceed</td>
</tr>
<tr>
<td><strong>150</strong></td>
<td>DOE O 458.1 10 CFR 835</td>
<td>N/A</td>
<td>Environmental Radiological Protection Program</td>
<td>Approve</td>
<td>COR / CO / Environmental Protection Specialist</td>
<td>Once, then as revisions are made</td>
<td>Within 60 days of Notice to Proceed</td>
</tr>
<tr>
<td><strong>151</strong></td>
<td>DOE O 474.2 10 CFR 830</td>
<td>N/A</td>
<td>Nuclear Material Control and Accountability Plan/Program</td>
<td>Approve</td>
<td>COR / CO</td>
<td>Once, then as revisions are made</td>
<td>Within 60 days of Notice to Proceed</td>
</tr>
<tr>
<td>152**</td>
<td>Section I, FAR 52.222-2, Payment for Overtime Premiums</td>
<td>N/A</td>
<td>Overtime Control Plan</td>
<td>Approve</td>
<td>COR / CO</td>
<td>As required</td>
<td>As required</td>
</tr>
<tr>
<td>153**</td>
<td>Section I, FAR 52.222-2, Payment for Overtime Premiums H.XX Overtime Control Plan</td>
<td>N/A</td>
<td>Semiannual Report on Overtime Use</td>
<td>Information</td>
<td>CO</td>
<td>Semiannual</td>
<td>7/15, 1/15</td>
</tr>
<tr>
<td>154**</td>
<td>Section, I FAR 52.222-26 Equal Opportunity</td>
<td>N/A</td>
<td>Affirmative Action Plan for Females and Minorities</td>
<td>Information</td>
<td>CO</td>
<td>Annual</td>
<td>Within 30 days of contract award; annually thereafter</td>
</tr>
<tr>
<td>155**</td>
<td>Section I, FAR 52.222-26, Equal Opportunity</td>
<td>N/A</td>
<td>Employer Information Report (Standard Form 100, EEO-1)</td>
<td>Information</td>
<td>CO</td>
<td>Annual</td>
<td>Annually as required</td>
</tr>
<tr>
<td>156**</td>
<td>Section I, FAR 52.222-26, Equal Opportunity</td>
<td>N/A</td>
<td>Information Required by Executive Order 11246, as Amended</td>
<td>Information</td>
<td>CO</td>
<td>As required</td>
<td>As required</td>
</tr>
<tr>
<td>157**</td>
<td>Section I, FAR 52.222-35 Equal Opportunity for Veterans, Section I, FAR 52.222-36 Equal Opportunity for Workers with Disabilities</td>
<td>N/A</td>
<td>Affirmative Action Plan for Veterans &amp; Individuals with Disabilities</td>
<td>Information</td>
<td>CO</td>
<td>Annual</td>
<td>Within 30 days of contract award; annually thereafter</td>
</tr>
<tr>
<td>158**</td>
<td>Section I, FAR 52.222-37, Employment Reports on Veterans</td>
<td>N/A</td>
<td>Filing of VETS-4212 Federal Contractor Veterans’ Employment Report</td>
<td>Information</td>
<td>CO</td>
<td>Annual</td>
<td>Annually by 9/30</td>
</tr>
<tr>
<td>Item #</td>
<td>Source Reference</td>
<td>PWS Reference</td>
<td>Deliverable Description</td>
<td>DOE Action</td>
<td>CBFO Recipient/Approver</td>
<td>Frequency</td>
<td>Due Date</td>
</tr>
<tr>
<td>---------</td>
<td>------------------</td>
<td>---------------</td>
<td>-------------------------</td>
<td>------------</td>
<td>-------------------------</td>
<td>-----------</td>
<td>----------</td>
</tr>
<tr>
<td>15957</td>
<td>DOE-HQ, DOE-EM and PPPO reporting</td>
<td>N/A</td>
<td>Employee Headcount Report; Actual total on-site contract count with detail as requested</td>
<td>Information</td>
<td>CO</td>
<td>Monthly</td>
<td>Monthly, by 8th day after end of month</td>
</tr>
</tbody>
</table>

*Transition Deliverable

** Transition and Periodic Deliverable
PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

TABLE OF CONTENTS

L.1. FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) .............................................. 1
L.2. FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020).................................................. 2
L.4. FAR 52.216-1 TYPE OF CONTRACT (APR 1984) ................................................................. 2
L.5. DOE-L-2017 EXPENSES RELATED TO OFFEROR SUBmissions (OCT 2015) ........................................ 2
L.7. DOE-L-2024 NOTICE OF INTENT – USE OF NON-FEDERAL EVALUATORS AND ADVISORS (OCT 2015) .................................................................................................................. 3
L.8. DOE-L-2025 INTENTION TO BID/PROPOSE (OCT 2015)................................................................. 3
      ALTERNATE I AND ALTERNATE II (OCT 2015) .................................................................................. 3
L.12. DEAR 952.204-73 FACILITY CLEARANCE (AUG 2016) (DEVIATION) (Issued by DOE Policy Flash 2021-14) .................................................................................................................. 18
L.14. PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II - KEY PERSONNEL ............ 22
L.15. DOE-L-2010 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II - PAST PERFORMANCE (OCT 2015) (REVISED) .................................................................................. 27
L.16. PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – TECHNICAL AND MANAGEMENT PROPOSAL .................................................................................................................. 31
L.17. PROPOSAL PREPARATION INSTRUCTIONS, VOLUME III – COST AND FEE PROPOSAL

L.18. DEAR 970.5215-5 LIMITATION ON FEE (DEC 2000) ................................................................. 35
L.19. DEAR 970.5209-1 REQUIREMENT FOR GUARANTEE OF PERFORMANCE (DEC 2000) ... 35
L.20. DOE-L-2014 DATE, TIME, AND PLACE OFFERS ARE DUE (OCT 2015) ................................. 37
L.21. DOE-L-2016 NUMBER OF AWARDS (OCT 2015) ................................................................. 37
L.22. CONTACTS REGARDING FUTURE EMPLOYMENT ............................................................ 37
L.23. DOE-L-2020 SMALL BUSINESS SET-ASIDE INFORMATION (UNRESTRICTED) .......... 37
L.24. DOE-L-2026 SERVICE OF PROTEST (OCT 2015) ............................................................... 37
L.25. DOE-L-2027 NOTICE OF PROTEST FILE AVAILABILITY (OCT 2015) ......................... 38
L.26. DOE-L-2028 AGENCY PROTEST REVIEW (OCT 2015) ...................................................... 38
L.27. FAR 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT – CONSTRUCTION
      MATERIALS (MAY 2014) ........................................................................................................ 38
L.28. FAR 52.225-12 NOTICE OF BUY AMERICAN REQUIREMENT – CONSTRUCTION
      MATERIALS UNDER TRADE AGREEMENTS (MAY 2014) .................................................. 40
L.29. LIST OF SECTION L ATTACHMENTS .................................................................................. 41
      Attachment L-1: Performance Guarantee Agreement .......................................................... 42
      Attachment L-2: Key Personnel Standard Resume Format .................................................. 45
      Attachment L-3: Past Performance Reference Information Form ........................................ 46
      Attachment L-4: Past Performance Cover Letter and Questionnaire .................................... 50
      Past Performance Questionnaire .......................................................................................... 50
      Attachment L-5: List of Contracts Terminated for Default, Cure Notices, and Conditional Payment of
      Fee/Profit/Other Incentive Actions ..................................................................................... 55
      Attachment L-6: Cost and Fee Proposal Worksheets ............................................................. 56
      Attachment L-7: List of DOE Contracts ................................................................................. 57
      Attachment L-8: Offeror’s Proposed Accounting System Information ............................... 58
L.1. FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

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

<table>
<thead>
<tr>
<th>FAR/DEAR Reference</th>
<th>Title</th>
<th>Fill-In Information; See FAR 52.104(d)</th>
</tr>
</thead>
<tbody>
<tr>
<td>FAR 52.204-7</td>
<td>System for Award Management (Oct 2018)</td>
<td></td>
</tr>
<tr>
<td>FAR 52.204-16</td>
<td>Commercial and Government Entity Code Reporting (Jul 2016)</td>
<td></td>
</tr>
<tr>
<td>FAR 52.214-34</td>
<td>Submission of Offers in the English Language (Apr 1991)</td>
<td></td>
</tr>
<tr>
<td>FAR 52.214-35</td>
<td>Submission of Offers in U.S. Currency (Apr 1991)</td>
<td></td>
</tr>
<tr>
<td>FAR 52.215-1</td>
<td>Instructions to Offerors – Competitive Acquisition (Jan 2017)</td>
<td></td>
</tr>
<tr>
<td>FAR 52.215-16</td>
<td>Facilities Capital Cost of Money (Jun 2003)</td>
<td></td>
</tr>
<tr>
<td>FAR 52.215-20</td>
<td>Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Oct 2010) – Alt III (Oct 1997) and Alt IV (Oct 2010)</td>
<td>Alt III, (c) As specified in Section L Alt IV, (b) As specified in Section L</td>
</tr>
<tr>
<td>FAR 52.215-22</td>
<td>Limitations on Pass-Through Charges Identification of Subcontract Effort (Oct 2009)</td>
<td></td>
</tr>
<tr>
<td>FAR 52.222-5</td>
<td>Construction Wage Rate Requirements – Secondary Site of the Work (May 2014)</td>
<td></td>
</tr>
<tr>
<td>FAR 52.222-23</td>
<td>Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)</td>
<td>(b) Minority Goal: [TBD post-award as construction is initiated]; Female Goal: [TBD post-award as construction is initiated] (e) [TBD post-award as construction is initiated]</td>
</tr>
<tr>
<td>FAR 52.222-24</td>
<td>Pre-Award On-Site Equal Opportunity Compliance Evaluation (Feb 1999)</td>
<td></td>
</tr>
<tr>
<td>FAR 52.237-1</td>
<td>Site Visit (Apr 1984)</td>
<td></td>
</tr>
<tr>
<td>DEAR 952.233-4</td>
<td>Notice of Protest File Availability (Aug 2009)</td>
<td></td>
</tr>
<tr>
<td>DEAR 952.233-5</td>
<td>Agency Protest Review (Sep 1996)</td>
<td></td>
</tr>
</tbody>
</table>
L.2. **FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the provision.

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


The Department of Energy has established a Mentor-Protégé Program to encourage its prime contractors to assist small business concerns, Historically Black Colleges and Universities and Minority Institutions, and other minority institutions of higher learning in enhancing their capabilities to perform contracts and subcontracts for DOE and other Federal agencies. If the contract resulting from this solicitation is awarded on a cost-plus-award fee basis, the Contractor's performance as a Mentor may be evaluated as part of the award fee plan. Mentor and Protégé firms will develop and submit “lessons learned” evaluations to DOE at the conclusion of the agreement. Any DOE contractor that is interested in becoming a Mentor should refer to the applicable regulations at 48 CFR 919.70 and should contact the Department of Energy's Office of Small and Disadvantaged Business Utilization.

L.4. **FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a cost-plus performance-based award fee management and operating contract with an IDIQ CLIN resulting from this solicitation.

L.5. **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.


Alternate bid/proposals are not solicited, are not desired, and will not be evaluated.

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.8. **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, DUNS number, address, and telephone number of its firm or organization to WIPPcontract@emcbe.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. DOE may utilize this information to interface regarding necessary FedConnect and System for Award Management registrations.


The Offeror's proposal shall be valid for 365 calendar days after the required due date for proposals.


(a) **Definitions.**

(1) **Offeror.** The term “Offeror,” as used in this Section L, refers to the single entity submitting the proposal. The Offeror may be a single corporation or a “Contractor team arrangement” as defined in FAR 9.601(1), for example, a limited liability company (LLC), limited liability partnership (LLP), joint venture (JV), or similar entity or arrangement. The Offeror may be an existing or newly formed business entity. The term “newly formed entity” refers to any business entity (e.g., JV, LLP, LLC, or similar entity or arrangement) formed solely for the purpose of submitting a proposal for this procurement. Such an entity may not have a record of its own past performance due to the fact that it may have been formed recently by affiliated entities for the purpose of submitting a proposal for this procurement.
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 Proposal and that the prime Offeror considers necessary to enhance its team’s Technical and Management Proposal or ability to meet delivery requirements within the PWS (excluding Section C.8.0). Small business Teaming Subcontractors count toward fulfillment of the Section H Clause entitled, Subcontracted Work, requirement and other small business goals in this contract. Teaming Subcontractors are evaluated consistent with the terms of this solicitation and thus are not subject to post-award subcontract consent pursuant to FAR 52.244-2.

(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.emcbc.doe.gov/SEB/wippcontract/. If applicable, 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. Proposals submitted via hardcopy, email, or the Fedconnect Message center shall not be accepted or considered. Failure to submit a response that is received through the FedConnect Responses web portal by the stated time and date may result in the proposal not being considered. By submitting a proposal, the Offeror agrees to comply with all terms and conditions as set forth in this solicitation. DOE does not provide help desk assistance regarding FedConnect, and questions regarding FedConnect shall be addressed directly to FedConnect in accordance with instructions found on its website. Subcontractor submissions of proprietary information may provide a password protected document file to the prime and share the password with the CO. The subcontractor proposal must adhere to the proposal due date/time in the solicitation and be submitted by the prime Offeror via FedConnect.

Note: When submitting proposals, please keep file names as brief as possible and limited to 255 total characters. Please use abbreviations when possible.

(3) Electronic submission of a proposal via FedConnect shall be considered the Offeror's official offer and will be considered binding.

(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. Cursory responses or responses which merely repeat or reformulate the solicitation 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.


(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, and blank pages. 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.

(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) 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 foldouts for the Volume III, *Cost and Fee/Profit Proposal*, is permitted.

(3) Print type. Paragraph text shall be 12 point or larger, single spaced, using Times New Roman font, including paragraph text in the Section L attachments (including Attachment L-3, Past Performance Reference Information Form). 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.

(4) 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’s) may only be used for graphics, spreadsheets, and large tables. Paragraphs of text and section heading are not allowed on 11 x 17’s. Each 11 x 17 page shall count as two pages. 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 3 columns of text per page on landscape pages are acceptable.

(5) Page numbering. All pages shall be sequentially numbered by volume. The only exception is financial statements and annual reports, which shall be segregated within the Volume III submission, thereby not requiring the documents to be sequentially numbered.

(6) 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 files:

(a) In Volume I, signed documents (e.g., Performance Guarantee Agreement) are not required to be readable and searchable.

(b) In Volume II, signed letters of commitment and signed past performance consent letters.

(c) In Volume III, electronic copies of financial statements and Annual Reports shall be submitted in PDF (portable document format files are required).

(d) In Volume III, 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.

(e) In Volume III, Cost and Fee Proposal tables shall be organized and submitted in native file format.

The files shall not be password protected or contain other security restraints unless access information is provided.

(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 WIPPcontract@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 three 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 two weeks before the proposal submission date. The Government will not identify prospective Offerors submitting questions. Offerors must check the procurement website periodically to ascertain the status of answers to questions.

(2) This solicitation is considered complete and adequately describes the Government's requirements. If an Offeror believes that there is an error in the solicitation, or an omission, the Offeror shall submit a question to WIPPcontract@emcbc.doe.gov.

(i) False statements. Proposals must set forth full, accurate, and complete information, as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

(j) Examination of data. By submission of a proposal, the Offeror grants to the 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.

(k) Commitment of public funds. The CO is the only individual who can legally award a contract and commit the Government to the expenditure of public funds in connection with the proposed acquisition. Any other commitment, either explicit or implied, is invalid.

(l) Content of resulting contract. Any contract awarded as a result of this solicitation will contain the following sections of the solicitation: Part I - The Schedule; Part II - Contract Clauses; Part III, List of Documents, Exhibits and Other Attachments; and Part IV, Section K - Representations, Certifications, and Other Statements of Offerors. Section K will be incorporated into the contract by reference.
(m) Allowable Salary for Key Personnel. Award of the Contract, as proposed, does not constitute a determination of allowability of key personnel salaries contained in the successful offer. As provided in Section H, entitled, Special Provisions Applicable To Workforce Transition and Employee Compensation: Pay and Benefits, within 20 days after initial Notice To Proceed, the Contractor shall submit Form EM 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. The Form EM 3220.5, Application for Contractor Compensation Approval, information shall not exceed the proposed key personnel compensation contained in the successful offer.

Executive incentive programs are allocable and, therefore, may be determined to be allowable, if approved by the CO. Additionally, an executive incentive program will only be considered allowable to the extent the cost of the incentive is allocable as defined in FAR 31.201-4. To support a reasonableness determination for allowability, the Contractor will be required to provide a justification and may be required to provide additional information such as a copy of the annual incentive letter provided to the individual executive for the services to be rendered.


(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 documents requiring signature by Offerors shall be contained in Volume I. Visibly identifiable scanned and/or time-stamped digital signatures will be acceptable, unless specifically stated otherwise in the RFP (i.e., the SF 328). Offerors shall include the information listed in the following paragraphs in Volume I, assembled in the order listed. In cases where the Offeror is required to fill in information in a contract clause, the Offeror shall submit only those pages that require input of information or a signature. Fill-ins are generally marked “[offeror fill-in]”; however, Offerors are responsible for ensuring all required fill-ins are completed with proposal submission (even if not overtly identified as “[offeror fill-in]”). If any fill-ins are not applicable, the Offeror shall state such. A listing of areas requiring fill-in include, but may not be limited to:

(1) Section B:
(i) Transition Cost, Anticipated Funding, and Total Available Performance Fee

(2) Section H:

(i) DOE-H-2017 Responsible Corporate Official and Corporate Board of Directors (Oct 2014) (Revised)

(ii) DOE-H-2052 Representations, Certifications and Other Statements of the Offeror (Revised)

(iii) DOE-H-2058, Designation and Consent of Teaming Subcontracts – Alternate I (Oct 2014) (Revised)

(iv) DOE-H-2058, Designation and Consent of Teaming Subcontracts – Alternate I (Oct 2014) (Revised) (Applies To Task Orders Only)

(v) DOE-H-2070 Key Personnel – Alternate I (Oct 2014) (Revised)

DOE-H-2070 Key Personnel – Alternate I (Oct 2014) (applies to task orders only) Revised

(iv)(vi) Organizational Conflict of Interest - Affiliate(s)

(3) Section I:

(i) FAR 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014)

(ii) FAR 52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (Jul 1995)

(iii) FAR 52.227-23 Rights to Proposal Data (Technical) (Jun 1987)

(c) Standard Form 33, Solicitation, Offer and Award – one signed (visibility identifiable scanned and/or time-stamped digital signature) of the Standard Form (SF) 33 must be provided.

(1) The person digitally 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 digitally signing and submitting the SF 33, the Offeror commits to accept the resulting Contract as contained in the solicitation, unless an exception or deviation
to the terms and conditions as stated in the solicitation is explicitly stated by the Offeror in accordance with the below subsection (g), Exceptions and Deviations.

(2) The Offeror must acknowledge receipt of all amendments to the solicitation in block 14 of the SF 33.

(3) The Offeror shall insert 365 calendar days in block 12 of the SF 33 in accordance with Section L provision 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 entitled, 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, Instructions to Offerors Competitive Acquisition).

(3) Authorized signatory. Name and title of person authorized to sign the proposal (reference paragraph (c)(2)(v) of the Section L provision at FAR 52.215-1, Instructions to Offerors - Competitive Acquisition).

(4) Negotiators. Name(s), title(s), telephone number, and email 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, Instructions to Offerors - Competitive Acquisition).

(5) Government agency administration. Government agency(ies) and name of its representative(s) having administrative cognizance over the Offeror or parent company within the meaning of FAR subpart 42.3, Contract Administration Office Functions, including financial auditing, employment opportunity oversight, etc. Include agency name, address, and telephone number.

(e) Subcontractors and other entities. 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). This information is only required for Teaming Subcontractors. Any non-teaming subcontractors will require subcontract consent after award pursuant to FAR 52.244-2.

(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

(ii) Teaming agreement(s) and operating agreement (if applicable), that will remain in effect after any contract award, that describe the business arrangement between the parent or member company(ies) of the Offeror, 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 provision at FAR 52.204-8, Annual Representations and Certifications, and those representations and certifications are current, accurate, complete, and applicable to this solicitation, the Offeror does not need to resubmit such representations and certifications in response to this solicitation. However, if any of these annual representations and certifications requires a change, the Offeror shall submit those changes in accordance with FAR 52.204-8.

(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, 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 or deviations specifically identified in this section, if accepted by the Government, will take precedence over the terms and conditions of the solicitation.

(2) Any exceptions or deviations by the Offeror to the terms and conditions stated in the solicitation for the resulting contract 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.

The Offeror shall submit the following for the Offeror, JV/LLC member(s), and Teaming Subcontractors (if applicable) who will perform work under a contract resulting from this solicitation and require access authorizations (see Section L provision entitled, DEAR 952.204-73, Facility Clearance): (1) DOE Facility Clearance code or your Department of Defense (DOD) assigned Commercial and Government Entity (CAGE) code; (2) the date the Offeror’s, JV/LLC member(s)’, and Teaming Subcontractor’s (if applicable) completed Standard Form 328 was submitted, and (3) the date of the Contracting Officer’s affirmative FOCI determination. If the Offeror, JV/LLC member(s), or any of its Teaming Subcontractors (if applicable) do not possess such a CAGE code or DOE/NRC facility clearance number, the Offeror, JV/LLC member(s), and Teaming Subcontractor (if applicable) shall submit FOCI information in accordance with the Section L provision entitled, DEAR 952.204-73, Facility Clearance. Further information is available at https://foci.anl.gov/. All Offerors, JV/LLC member(s), and Teaming Subcontractors (if applicable) that do not possess a CAGE code or DOE/NRC Facility Clearance number, shall complete the required entries into the DOE Foreign Ownership, Control, or Influence (FOCI) Electronic Submission System (ESS) located at https://foci.anl.gov/. Use of the DOE FOCI ESS is mandatory for all Offerors, JV/LLC member(s), and Teaming Subcontractors (if applicable) that do not possess a Facility Clearance. Teaming Subcontractor(s) that will not require access authorizations consistent with DEAR 952.204-73 are not required to submit the information contained within this provision, and the Offeror’s proposal shall clearly state that the Teaming Subcontractor(s) will not require access authorizations for the work proposed to be performed by the Teaming Subcontractor(s). Be sure to designate Key Management Personnel (KMP) (specific to FOCI only; this is not the same as Key Personnel as defined in Section H) in e-FOCI that hold the appropriate security clearance level as required by the scope of work and for the facility clearance. At a minimum, KMP must include the positions of the President and Facility Security Officer (FSO). If any member of the Offeror (including Teaming Subcontractors) or Tier Parents of the Offeror are under FOCI, the Offeror shall submit a draft FOCI Mitigation Plan for review by the appropriate Cognizant Security Office (CSO). If the CSO has questions regarding any of the FOCI Verification, Facility Clearance Information, and/or the draft FOCI Mitigation Plan, it may reach out to the Offeror during the evaluation process for clarifications. Note: This will not 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 constitute a “proposal revision” as defined in FAR 15.001.
Offerors, JV/LLC member(s), and Teaming Subcontractors (if applicable) are encouraged to transmit FOCI information 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 “Savannah River Site – EMCBC” 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. If the Department identifies missing information, the Offeror shall submit any information requested by the Department (FOCI Manager or CO) as soon as possible.

(i) Performance guarantee agreement.

The Offeror shall provide the Performance Guarantee Agreement in accordance with the clause DOE-H-7019, Separate Entity and Corporate Guarantee. See Section L Attachment 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 (or equivalent corporate oversight entity) in accordance with the clause DOE-H-2017 entitled, Responsible Corporate Official and Corporate Board of Directors.

(k) Small business subcontracting plan.

The Offeror shall provide its Individual Small Business Subcontracting Plan in accordance with the clause at FAR 52.219-9, Small Business Subcontracting Plan, unless, pursuant to FAR 19.702, a small business subcontracting plan is not required. The requirements of a Small Business Subcontracting Plan are found at FAR 19.704. The Individual Small Business Subcontracting Plan is not a requirement for evaluation in source selection. For large businesses, subcontracting plans are a matter of responsibility, separate from the source selection evaluation, and will be incorporated into the resultant Contract as Section J Attachment entitled, Individual Small Business Subcontracting Plan.

(1) To be considered acceptable, the Offeror’s Plan shall address, in adequate detail, each of the elements identified in FAR 52.219-9(d). Failure by a large business Offeror to submit and/or negotiate a subcontracting plan that addresses each of the elements identified in FAR 52.219-9(d) in adequate detail may result in a negative responsibility determination.
(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 goals that afford small businesses with the maximum practicable opportunity to participate in contract performance consistent with efficient performance. In developing its proposed Plan, the Offeror shall establish minimum goals for the four-year Base Period for each small business category as follows:

- Small businesses*: 50%, including the following distinct subsets within the 50% goal:
  - Veteran-owned small business: 3%
  - Service-disabled veteran-owned small businesses: 3%
  - HUBZone small businesses: 3%
  - Small disadvantaged businesses**: 5%
  - Non- Alaskan Native Corporations Indian Tribes: 1%
  - Women-owned small businesses: 5%
  - Ability One Program: 0.25%

* 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.

**Small Business and Small Disadvantaged Business includes Indian tribes and Alaskan Native Corporations. Subcontracts awarded to an Indian tribe or an Alaskan Native Corporations shall be counted towards the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size. Subcontracts awarded to an Indian tribe shall also be counted towards the subcontracting goal for Indian tribes.

(4) Proposed small business goals shall be the percent of total subcontracted work specified in the Offeror’s Small Business Subcontracting Plan.

(5) The Offeror shall describe all transition activities related to subcontracting within the small business subcontracting plan. This description shall include plans for all...
subcontracts put in place by the incumbent contractor, approach to communication with incumbent subcontractors, and identification of all new subcontracts the offeror plans to award during transition.

(l) Community Commitment Plan.

The Offeror shall provide a Community Commitment Plan that demonstrates meaningful partnership with the community. See the Section H clause DOE-H-2045, entitled Contractor Community Commitment. The Plan will become part of the resulting Contract as an attachment to Section J.

(m) Organizational Conflicts of Interest (OCI).

The Offeror, including each entity participating in a joint venture, limited liability company (LLC), or teaming agreement thereof as defined in FAR 9.601(1), shall provide a fully executed Section K provision 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, 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 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. 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.

(n) 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 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 or more.

(o) Instructions Regarding Non-Public Government Information/Source Selection Information.

(1) The Offeror shall not utilize non-public government information (as at 5 CFR § 2635.703(b)) in the preparation of the Offeror’s proposal submission that
results in an unfair competitive advantage in the procurement. An Offeror’s utilization of any individual(s) who possesses non-public government information or source selection information (obtained through their employment or by other means) may result in a perceived or actual unfair competitive advantage. Utilization of non-public government information or source selection information to prepare its proposal in response to the subject solicitation may disqualify the Offeror’s proposal from award. Utilization of information obtained by a contractor over the normal course of business is not subject to the Organizational Conflict of Interest provisions of this solicitation.

(2) The Offeror shall identify former DOE employees subject to post-employment restriction(s) involved in the Offeror’s written and/or oral proposal development during the time in which the individual was still subject to post-employment restriction(s). For any former DOE employees identified, the Offeror shall provide:

(i) The time period, nature, and extent of the former DOE employee’s involvement in the Offeror’s written and/or oral proposal development.

(ii) A description of whether or not such individuals shared any non-public government information (as defined by the United States Office of Government Ethics) or source selection information (as defined in FAR 2.101) with the Offeror during the development of its proposal, and if so, specific details regarding what information was shared.

(iii) If no such individual participated in the Offeror’s written and/or oral proposal development, the Offeror shall respond stating such.

(p) 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 (Revised).

L.12. DEAR 952.204-73 FACILITY CLEARANCE (AUG 2016) (DEVIATION) (Issued by DOE Policy Flash 2021-14)

Notices to Offerors and the Contract Requirements of the Successful Offeror (Contractor)

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 foreign ownership, control and influence information are required when the contract or subcontract to be awarded is expected to require employees to have access authorizations.

An offeror who has either a Department of Defense or a Department of Energy Facility Clearance generally need not resubmit the following foreign ownership, control and influence
information unless specifically requested to do so. Instead, provide your DOE Facility Clearance code or your DOD assigned commercial and government entity (CAGE) code. If uncertain, consult the office that issued this solicitation.

(a) Use of Certificate Pertaining to Foreign Interests, Standard Form 328.

(1) The contract work to be performed by the successful offeror 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 (that is, the successful offeror'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 Standard Form 328, Certificate Pertaining to Foreign Interests, and all required supporting documents to form a complete Foreign Ownership, Control or Influence (FOCI) Package. The Contractor must submit the FOCI Package in the format directed by DOE. After the FOCI Package is completed, the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer.

(2) Information submitted by the offeror in the Standard Form 328 will be used solely for the purposes of evaluating foreign ownership, control or influence 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 Standard Form 328 and prior to contract award, the successful offeror/Contractor shall immediately submit to the Contracting Officer written notification of any changes in the extent and nature of FOCI information it submitted that could affect its answers to the questions in Standard Form 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 information it submitted that could affect its answers to the questions in Standard Form 328. Notice of changes in FOCI information that are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice must also be reported 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) Foreign Ownership, Control, or Influence (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 foreign ownership, control, or influence (FOCI) determination based upon the Contractor's response to the ten questions in Standard Form 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 6 months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;

6. Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and

7. Access authorizations for key management personnel who will be determined on a case-by-case basis, and who possess or are in the process of obtaining access authorizations equivalent to the level of the Facility Clearance.

(d) **Facility Clearance and Employees Requiring Access Authorizations Prior to DOE’s Granting Facility Clearance.**

1. A Facility Clearance is required for this contract, although not necessarily prior to contract award. A favorable FOCI determination for this contract is required prior to contract award. It must be rendered by the responsible cognizant security office. The Contracting Officer may require the offeror to submit additional information as deemed pertinent to this determination.

   (i) The DOE must determine that awarding this contract to the offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract. The Contracting Officer may require the offeror to submit such additional information as deemed pertinent to this determination.
(ii) Before contract award, after obtaining a favorable FOCI determination the successful offeror/Contractor may be eligible to obtain a Facility Clearance.

(iii) If the successful offeror/Contractor does not obtain a Facility Clearance before contract award, after contract award the Contractor shall submit the necessary information to obtain a Facility Clearance and to obtain personnel Interim Access Authorizations in accordance with Departmental policies and procedures.

(2) The DOE may grant certain of the Contractor’s Key Management Personnel and the Contractor’s Facility Security Officer Interim Access Authorization. If granted Interim Access Authorization, the Contractor’s Key Management Personnel and the Contractor’s Facility Security Officer will have access to classified information or special nuclear material.

(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 that require DOE access authorizations for the Contractor's employees to perform work at a DOE location. This type facility is identified as a non-possessing facility.

(f) Except as otherwise authorized in writing by the Contracting Officer, any resulting contract must require that the Contractor insert provisions similar to the foregoing in all subcontracts and purchase orders. Any Subcontractors (or vendors for purchase orders) requiring access authorizations for access to classified information or special nuclear material shall be directed to provide responses to the questions in Standard Form 328, Certificate Pertaining to Foreign Interests, directly to the prime Contractor or the Contracting Officer for the prime contract.

Notice to Offerors—Contents Review (Please Review Before Submitting)

Prior to submitting the Standard Form 328, required by paragraph (a)(1) of this clause, the offeror should review the FOCI submission to ensure that:

(1) The Standard Form 328 has been signed and dated by an authorized official of the offeror;

(2) If publicly owned, the Contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders; 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.

Note: A FOCI submission must be attached for each tier parent organization (i.e., ultimate parent and any intervening levels of ownership). If any of these documents are missing, award of the contract cannot be completed.


(a) The Technical and Management Proposal (Volume II), consists of written information to allow Offerors to demonstrate their approach and capabilities to perform the prospective contract. The instructions contained in this and other provisions of the solicitation are provided to assist Offerors in preparing their proposals and are not evaluation factors, however failure to comply with these instructions may result in a deficient proposal. The Technical and Management Proposal will be evaluated in accordance with the evaluation factors stated in Section M entitled, *Evaluation Factors for Award.*

(b) Offerors shall address, in the Technical and Management Proposal, those areas contained in the respective Section L provisions below. Each of these areas corresponds to the evaluation factors contained in Section M of the solicitation.

(c) The Technical and Management Proposal shall comply with the requirements contained in the provision at DOE-L-2001 entitled, Proposal Preparation Instructions, general and other applicable provisions of the solicitation, including any required format and page limitations. Offerors shall be specific and complete in addressing the information required to be included in the Technical and Management Proposal. Moreover, the Offeror shall not merely restate the work scope and/or other solicitation requirements in its Technical and Management Proposal.

(d) If an Offeror's approach includes the use of Teaming Subcontractors, then 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). The Offeror shall not include the name(s) of any other specific subcontractor(s) (i.e., any non-Teaming Subcontractor(s)) within Volumes II and III. Non-Teaming Subcontractor(s) will be subject to post-award determination by the Contractor consistent with the Contractor’s purchasing system and the requisite terms and conditions of the contract.

(e) No cost or price information shall be included in the Volume II, Technical and Management Proposal.

**L.14. PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II - KEY PERSONNEL**
Factor 1: Key Personnel (The Key Personnel section shall not exceed 5 pages, exclusive of resumes and letters of commitment. The key personnel resumes are limited to four pages for each resume.)

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, Capital Asset Projects Manager, WIPP Operations Manager, Mining/Underground Operations Manager and Environmental, Safety and Health Manager. The Offeror may propose other key personnel which will be incorporated into the Contract through the clause at DOE-H-2070, Key Personnel. The Offeror shall not propose more than two additional non-required 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 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 the positions are essential to the successful performance of the entire PWS (excluding Section C.8.0) and the optimal team for execution of the PWS.

(2) 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.

(3) The Offeror shall confirm the availability of the key personnel as being full-time assigned to the contract and that their permanent duty station is located in the local surrounding area.

Failure of the Offeror to propose the required key personnel position(s), 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 in the 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, experience, accomplishments, and other information supporting the individual's qualifications and suitability for the proposed position. The resume shall address the following:

(i) DOE, commercial, and/or other Government experience in performing work similar to the work to be performed in their proposed position, including
leadership, experience with mines and industrial ventilation systems, if related to the position, and other accomplishments, with emphasis on baseline performance, on or ahead of schedule, within or under budget, and the ability to recover schedule variance;

(ii) Education, specialized training, certifications, and licenses that support the suitability for the proposed position; and

(iii) Three references having direct knowledge of the qualifications of the proposed key person.

(2) By submission of each resume, the key person and Offeror authorize DOE to contact any references, current or previous employers, or clients 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, and other sources of information not provided by the Offeror, as a part of its evaluation of the key personnel. Current DOE employees shall not be identified as key personnel references.

(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 is issued for a 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 minimum of three years (consistent with DOE-H-2070) beginning on the date the Notice to Proceed 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 within the local surrounding area.”

Failure to submit a signed letter of commitment for each proposed key person will adversely affect the Government's evaluation of the proposal.

(d) Oral interviews – Program Manager and Capital Asset Projects Manager.

(1) Oral interviews – Program Manager and Capital Asset Projects Manager

DOE will conduct separate oral interviews with each Offeror’s proposed Program Manager and Capital Asset Projects Manager for the purpose of determining each individual’s qualifications and suitability, including leadership capability for the proposed positions. DOE may utilize virtual procedures to conduct the oral interviews with each Offeror’s proposed Program Manager and Capital Asset Projects Manager.
A question and answer, oral interview format will be used. A set of questions will be asked of the Offeror’s Program Manager and Capital Asset Projects Manager. Questions will not be provided to Offerors in advance. Offerors may not present any formal presentation prepared in advance. The interviews will be conducted during a period of up to 60 minutes each.

(2) Logistics.

(i) 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), other than the computer required to host the web-based conference platform being utilized for the oral interview if conducted virtually. The Program Manager and Capital Asset Projects Manager shall not reach back, by phone/conference bridge, e-mail, or any other means, to any other personnel or persons for assistance during the oral interviews.

(ii) DOE may make a recording of the oral interviews. After award, a copy of the video recording may be provided to the Offeror upon request. Any type of recording of the oral interviews by Offerors is strictly prohibited.

(iii) By participating in the oral interviews, the Offeror acknowledges that it is in full compliance with all solicitation terms and conditions, in accordance with applicable laws and statutes.

(iv) Unless conducted virtually, DOE will provide flip-charts, sketch or legal pads, and markers for the Offeror’s Program Manager and Capital Asset Projects Manager to use during the oral interview. All presentation materials used will be retained by DOE.

(v) If conducted virtually, Offerors may elect to utilize 8 ½ x 11 sketch pad or legal pad and markers during the oral interviews. All presentation materials used virtually shall be the responsibility of the Offeror.

(vi) If conducted virtually, the Offeror shall not utilize any computers (other than the ones required to host the web-based conference platform being utilized for the oral interviews), tablets, smart phones, or separate conference lines/phones, while conducting the oral interviews, and shall not bring or distribute any written or electronic materials during the oral interviews. The Offeror’s Program Manager and Capital Asset Projects Manager may need a separate phone/conference bridge to connect to the oral interview, however that phone shall only be used for that purpose and no other.

(3) Schedule and Rules of Engagement.

Each Offeror will be notified within 10 working days after the proposal submission deadline of the date, time, location, agenda, and other instructions related to its oral interviews. The oral interviews will commence within approximately 40 working days after the proposal submission deadline. DOE reserves the right to conduct the oral interviews outside of this approximate timeline or to reschedule an Offeror’s oral
interviews. DOE will not consider a request from an Offeror to reschedule its oral interviews, except under extenuating circumstances (e.g., personal illness or emergency). DOE will randomly select the order of the oral interviews.

If conducted virtually, the Government and each Offeror may agree to test the virtual platform connection at a convenient time prior to the oral interviews. Web links to the virtual platform shall be treated as source selection sensitive and shall not be shared with anyone other than the authorized Government participants and the Offeror’s authorized Program Manager and Capital Asset Projects Manager. The Offeror may authorize one person to provide IT technical support with the virtual platform connection and equipment. Additionally, persons and/or service animals required to assist the Program Manager and Capital Asset Projects Manager with disabilities may attend when accompanying that attendee. Further, Offerors shall provide the Contracting Officer with the name, employee/company, and email address of the Offeror’s authorized Program Manager and Capital Asset Projects Manager for the oral interviews as part of its Volume I submission. In the event the selected technology platform or tool cannot be made functional at the time of the scheduled oral interviews, the oral interviews may proceed as a voice-only telephone call or may be rescheduled, at the Government’s sole discretion.

(4) Oral interview agenda.

The following tentative agenda is anticipated to be used for the oral interviews. The agenda shows, a brief description, and the time that will be allowed for the oral interviews. 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 interview.

<table>
<thead>
<tr>
<th>Tentative Agenda</th>
</tr>
</thead>
<tbody>
<tr>
<td>Segment</td>
</tr>
<tr>
<td>Oral Interview: DOE Interview of the Offeror’s Program Manager</td>
</tr>
<tr>
<td>Oral Interview: DOE Interview of the Offeror’s Capital Asset Projects Manager</td>
</tr>
</tbody>
</table>

(5) Limitations of oral interview. The oral interviews will not

(i) Constitute a part of the offer (Volume I of the proposal) or be incorporated into any contract resulting from this solicitation;

(ii) Constitute “negotiations” (or “discussions”) as defined in paragraph (d) of FAR 15.306, Exchanges with Offerors After Receipt of Proposals or obligate the Government to conduct discussions; nor
(iii) Constitute a “proposal revision” as defined in FAR 15.001 or allow an Offeror to
cure deficiencies or weaknesses in, or otherwise revise, the written proposal.

L.15. DOE-L-2010 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II -
PAST PERFORMANCE (OCT 2015) (REVISED)

Factor 2: 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 seven pages per contract; the Attachment L-5, List of Contracts Terminated for Default,
Cure Notices, and Conditional Payment of Fee/Profit/Other Incentive Actions, the
Attachment L-7, 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, Cure Notices, and Conditional
Payment of Fee/Profit/Other Incentive Actions, Attachment L-7, 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
declared 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 two (2) contracts, either currently being performed or
completed for each proposed Teaming Subcontractor. The Offeror shall only provide past
performance information for contracts that are currently being performed or have a period
of performance end date 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
declared by FAR 9.601(1), shall provide information on contracts that are most similar
in terms of scope, size, and complexity to the portion of the PWS (excluding Section
C.8.0) that each entity is proposed to perform. Similar scope, size, and complexity are
defined as follows based on the portion of work that each entity is proposed to perform:
scope – type of work (e.g., work as identified in the PWS (excluding Section C.8.0),
including similar work of a non-nuclear nature and/or similar non-DOE work); size –
dollar value (approximate average annual value in relation to proposed work; annual
contract value of approximately $200M for evaluation purposes); and complexity –
performance challenges (e.g., prior innovations, work performance improvements,
subcontractor management, execution of Capital Asset Project portfolio, management of
large complex contracts in a highly regulated environment, comparable experience with
mines and industrial ventilation systems, cost efficiencies, management of complex
CHRM requirements, and successful collaboration with the Government, Client, multiple
stakeholders, and Regulators). Include experience with mines and industrial ventilation
systems.
(c) Teaming Subcontractor past performance. In addition to the Offeror’s information on relevant past performance, the Offeror shall provide information on the relevant past performance for any proposed Teaming Subcontractors that are proposed to perform work under the contract. Teaming Subcontractors are defined in section L.10(a)(2). The Offeror’s other subcontractor(s), not meeting the Teaming Subcontractor definition, shall not submit past performance information and any submitted information will not be evaluated. The Offeror shall provide information on contracts that are most similar in scope, size, and complexity, as defined above in paragraph (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, LLC, or other similar or affiliated companies, provided the Offeror’s proposal demonstrates that the resources of the parent, member, or affiliated company will be provided or relied upon in contract performance such that the parent, member, or affiliate will have meaningful involvement in contract performance. Meaningful involvement means the parent, member, or affiliate will provide material supplies, equipment, personnel, or other tangible assets to contract performance; or how 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 PWS (excluding Section C.8.0) 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 PWS (excluding Section C.8.0), 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. For the reference contract, the Offeror shall 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/ea/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, cure notices, and conditional payment of fee/profit/other incentive actions. The Offeror shall provide a listing in Attachment L-5, List of Contracts Terminated for Default, Cure Notices, and Conditional Payment of Fee/Profit/Other Incentive Actions, 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: (1) were terminated for default; (2) included a cure notice(s), in accordance with FAR 49 Termination of Contracts; and/or (3) included a conditional payment of fee/profit/other incentive action(s) as described in the DEAR within the past four (4) years from the original solicitation issuance date. This listing of terminated contracts, cure notices, or conditional payment of fee/profit/other incentive actions shall include the reasoning for the aforementioned actions, and 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, cure notices, and conditional payment of fee/profit/other incentive actions to report, Attachment L-5, List of Contracts Terminated for Default, Cure Notices, and Conditional Payment of Fee/Profit/Other Incentive Actions, shall be submitted with a blank table(s), as applicable, along with a note indicating that there are no aforementioned actions 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 electronic means only to the email address identified below no later than the date for receipt of proposals.

(1) DOE email address and contact information.

U S. Department of Energy
Attention: John Blecher, Contracting Officer, SOLICITATION NO. 89303320REM000077
E-mail: john.blecher@emcbc.doe.gov
Phone: 513-207-4809

(2) 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 in this solicitation to confirm the receipt of any questionnaires.

(i) 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-7, List of DOE Contracts, of all DOE prime contracts (including National Nuclear Security Administration) currently being performed and/or for contracts with a period of performance end date 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. This list shall only include DOE prime contracts performed by the proposing entity and any affiliate companies for which an L-3 form is submitted (including within LLC arrangements), and shall not include any contracts performed by other affiliates not otherwise performing any of the submitted L-3 reference contracts (if applicable). 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.

(j) 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 No. 89303320REM000077 for the Waste Isolation Pilot Plantrogram Management and Operations Acquisition.

In order to facilitate the performance confidence assessment process we hereby [ ] provide consent [ ] do not provide consent to allow you to discuss our past and present performance information with the [name of Offeror providing proposal] during the source selection process.

________________________
________________________
(Signature and Title of individual who has the authority to sign for and legally bind the company)

Company Name:

Address:

Email:

Phone:

L.16. PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – TECHNICAL AND MANAGEMENT PROPOSAL

FACTOR 3: MANAGEMENT APPROACH (The Management Approach shall not exceed 15 pages total)

Offerors shall include the following information in the Volume II- Technical and Management Proposal related to the Offeror’s proposed management approach:

(a) Contract Transition Approach. The Offeror shall fully describe its approach to achieve the Contract Transition requirements listed in Section C of the solicitation, including implementation of Contractor Human Resources Management (CHRM) requirements, for the safe, effective, and efficient transfer of responsibility for execution of the contract with little or no disruption to ongoing operations.

(b) Defined Benefit Pension and Post-Retirement Benefits Transition. The Offeror shall fully describe its management approach to effectively sponsor, manage, and implement defined benefit pension and post-retirement welfare plans in accordance with CHRM requirements.

(c) Management Approach. The Offeror shall fully describe its management approach to include available capabilities, teaming/organizational structure and roles and responsibilities to effectively manage, implement, and execute the PWS (excluding Section C.8.0), including the Line Item Capital Asset Projects and their integration into on-going WIPP Operations (i.e., ground control, mining, and waste handling); to interface and collaborate with on site, and waste generator/ storage site contractors; and to collaborate with DOE and the Regulators.

(d) Small Business Participation. The Offeror shall describe its approach to meet or exceed the small business subcontracting requirement of 20% of the total contract value, including subcontracting of meaningful work scope. Note: Evaluation of this factor is separate and distinct from the Small Business Subcontracting Plan. This
information shall not contradict the Offeror’s Small Business Subcontracting Plan included in Volume I.

(e) Inclusion of Improvements and Innovations to Work Processes, Procedures, and Technologies. The Offeror shall describe its approach to meet the contract purpose and objective to include improvements and innovations to work processes, procedures, and technologies in the performance of the PWS (excluding Section C.8.0) throughout the period of performance. The Offeror need not demonstrate the viability of individual improvements or innovations, but rather must describe its approach to meet the requirement over the entirety of the period of performance.

L.17. PROPOSAL PREPARATION INSTRUCTIONS, VOLUME III – COST AND FEE PROPOSAL

Given the nature of performance-based management and operating contracts, Offerors will not be required to provide, nor will the Government determine an estimate of overall contract value for evaluation. For purposes of determining the best value, the evaluated price will be the total of the probable cost for transition, the proposed Key Personnel total compensation costs for base period year one and the amount of the performance fee values proposed in the tables found in Section B.3, Table B.1 and not exceeding the identified performance fee limitations.

The Offeror shall prepare its cost and fee proposal in accordance with the following instructions:

(a) Cost and Fee Information. All cost, fee, and financial information shall be included in Volume III. The Offerors shall provide a separately priced cost proposal in Volume III, that consists of three (3) parts to be provided using the prescribed formats in Section L Attachment L-6 Cost and Fee Proposal Worksheets tabs L-6 Summary, L-6a (Transition), L-6b (Key Personnel) and L-6c (Fee) as described below:

(1) Transition. The transition period is 90 days. The Offeror shall assume a transition start date of April 16, 2022 with operational activities beginning July 15, 2022 for proposal preparation purposes. The transition period will be on a cost-reimbursement (no fee) basis, subject to the cost principles of FAR 31, DEAR 931, and DEAR 970.31.

The Offeror shall provide a transition cost estimate and a Basis of Estimate (BOE) thoroughly documenting its proposed cost to perform the phase-in transition activities as set forth in PWS Section C.1.0 EM.CB.0080.01.01 Contractor Transition. The BOE shall include how the proposed costs by cost element were derived. The Offeror’s cost proposal should be sufficiently detailed to demonstrate its reasonableness and realism. Each transition period cost element identified in subparagraphs (i.) through (iii.) are to be proposed in the format prescribed in the Section L Attachment L-6, Cost and Fee Proposal Worksheets under tab L-6a.
i. Labor: Identify proposed transition labor hours and unburdened labor rates by labor category and/or specific individual (including Key Personnel) and the extended amounts under Attachment L-6 Cost and Fee Proposal Worksheets Tab L-6a. The BOE shall explain the basis for the Offeror’s labor skill mix, labor hour and labor rate estimates.

ii. Indirect Costs: Identify any indirect expenses (fringe, overhead, G&A) proposed to be allocated to the transition period. Indirect rate applications should be clearly identified in the BOE showing the proposed rates, and the results of the application of the proposed rates to the proposed allocation bases as entered on Attachment L-6 Cost and Fee Proposal Worksheets Tab L-6a. Identify if the proposed rates are Government approved rates and if so, provide evidence of the approval. If the proposed indirect rates are not Government approved rates, indicate how the proposed indirect rates were computed and applied, including pool expense and allocation base breakdown. Show trends and budgetary data to provide a basis for evaluating the reasonableness and realism of the proposed indirect rates.

NOTE: Home office expenses, except reach back costs for individuals from the home office directly supporting transition activities, are unallowable (see Section H Clause entitled “Advance Understandings Regarding Additional Items of Allowable and Unallowable Costs and Other Matters”).

iii. Non-Labor Costs: Identify proposed non-labor costs (including but not limited to materials, equipment, subcontracts, supplies, travel, relocation, and other direct costs) relating to the transition effort as applicable under Attachment L-6 Cost and Fee Proposal Worksheets Tab L-6a. Teaming Subcontractor detail by cost element shall be provided in the BOE with the total value in the Attachment L-6. Show the proposed non-labor quantities, unit prices, and extended amounts and provide the basis of estimate and supporting documentation used to determine the proposed costs/prices. Calculate all allowable travel costs, including destination, number of trips, number of travel days per employee, airfares, car rental, hotel, meals, other, and total travel cost. Reimbursed travel costs shall not exceed those identified in the FAR. Total costs of relocation, including type of cost (i.e. closing costs on old residence, house hunting) for the Offeror’s personnel to be relocated should be submitted. Submit a copy of the company’s policy for reimbursement of relocation costs. Travel and relocation expenses will be subject to the FAR limitations unless the company policy is less.

(2) Key Personnel Cost. As part of the evaluation of the cost to the Government of doing business with each Offeror, the Government will evaluate the annual compensation (exclusive of bonuses paid from fee) and associated fringe benefits for Key Personnel as required by Section H clause entitled, Key Personnel, for Base Period Year One after the completion of the transition period. For purposes of this requirement, the term “compensation” is defined by Section 39 of the Office of Federal Procurement Policy (OFPP) Act (41 U.S.C 435), as amended.
This cost should include only costs which are reimbursable under the contract.

For the Key Personnel identified in Section H– DOE-H-2079 Key Personnel – Alternate I and any other key personnel proposed by the Offeror, provide the following cost information: (i) Key Personnel Title; (ii) Name; (iii) Base salary on an annual basis; (iii) Fringe benefit costs on an annual basis (shall only include paid time off either as part of the base salary (preferred) or the fringe cost); (iv) Bonuses and other compensation offered to each named key person. These costs are to be proposed in the format provided in Section L Attachment L-6, Cost and Fee Proposal Worksheets under tab L-6b. Supporting documentation and computations shall be provided for all elements shown above. For base salary support, provide current employee salary documentation as well as compensation market survey data to support the reasonableness of the proposed salary. This may include, but is not limited to, mean and median salary data by industry, geographic area, company size, and management level comparator.

Note: The 2018 Contractor Compensation Cap for Contracts Awarded on or after June 24, 2014 per the White House Office of Management and Budget website (https://www.whitehouse.gov/omb/management/office-federal-procurement-policy/#cecc) of $568,250,000 shall be the compensation cap limit for Base Period Year One.

(3) Available Performance Fee. The Offeror’s performance fee shall be proposed by CLIN and contractor period of performance years utilizing the anticipating funding and estimated annual fee base in Attachment L-6 Cost and Fee Proposal Worksheets Tab L-6c. The Offeror's proposed Total Available Performance Fee for each CLIN shall not exceed the DOE provided Performance Fee Cap Percentage for each CLIN in Section B.3 Table B.1.

(b) Responsibility Determination and Financial Capability. FAR 9.104-1(a), General Standards, requires that a prospective Offeror have adequate financial resources to perform the contract or the ability to obtain them in order to be determined responsible. It is the Offeror’s responsibility to demonstrate its financial capability to complete this contract. Information provided by the Offeror shall include, but is not limited to, the following:

(1) Financial Statements (audited, if available) and notes to the financial statements for the last three (3) fiscal years;

(2) The information in subparagraph (1) for each member of the Offeror team arrangement if a teaming arrangement is used;

(3) The last three (3) annual reports for the parent corporation(s) or the organization(s) providing the Performance Guarantee Agreement. In order to consider the financial or other resources of the parent corporation entity(ies) or other guarantors, each of those entities must be legally bound, jointly and
severally if more than one, to provide the necessary resources to the prospective Contractor and assume all contractual obligations of the prospective Contractor; and

(4) Any available lines of credit.

Using the above information and other information, the Government will make a FAR Part 9, Contractor Qualifications responsibility determination of the prospective awardee. The Government may request a financial capability review of each Offeror from the DCAA or another audit entity, as part of the Government’s consideration in making the responsibility determination.

(c) Cost Accounting Standards. A statement identifying whether the Offeror’s organization is subject to the Cost Accounting Standards (CAS) and the current status of the Offeror’s Disclosure Statement. State whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS and, if yes, provide an explanation. State whether any aspect of this cost proposal is inconsistent with your disclosed accounting practices or applicable CAS and, if yes, provide an explanation. State whether any aspect of this cost proposal is inconsistent with your disclosed accounting practices or applicable CAS and, if so, provide an explanation.

L.18. DEAR 970.5215-5 LIMITATION ON FEE (DEC 2000)

(a) For the purpose of this solicitation, fee amounts shall not exceed the total available fee allowed by the fee policy at 48 CFR 970.1504-1-1, or as specifically stated elsewhere in the solicitation.

(b) The Government reserves the unilateral right, in the event an Offeror's proposal is selected for award, to limit: fixed fee to not exceed an amount established pursuant to 48 CFR 970.1504-1-5; and total available fee to not exceed an amount established pursuant to 48 CFR 970.1504-1-9; or fixed fee or total available fee to an amount as specifically stated elsewhere in the solicitation.

L.19. DEAR 970.5209-1 REQUIREMENT FOR GUARANTEE OF PERFORMANCE (DEC 2000)

The successful Offeror is required by other provisions of this solicitation to organize a dedicated corporate entity to carry out the work under the Contract to be awarded as a result of this solicitation. The successful Offeror will be required, as part of the determination of responsibility of the newly organized, dedicated corporate entity and as a condition of the award of the contract to that entity, to furnish a guarantee of that entity’s performance. That guarantee of performance must be satisfactory in all respects to the Department of Energy.
L.20. **DOE-L-2014 DATE, TIME, AND PLACE OFFERS ARE DUE (OCT 2015)**

All Offers required by this solicitation are due no later than August 3, 2021, at 4:00pm Eastern Standard Time. Treatment of late submissions, modifications, and withdrawals are governed by the applicable provisions of the solicitation.


It is anticipated that there will be one award resulting from this solicitation. However, the Government reserves the right to make no award, if it is considered to be in the Government’s best interest to do so.

L.22. **CONTACTS REGARDING FUTURE EMPLOYMENT**

Except where prohibited by law, contacts with the Incumbent Contractor employees regarding future employment are permitted; however, such contacts and interviews must take place outside the normal working hours of such employees and at off-site locations. No on-site contacts of any kind with employees of the current Incumbent Contractor are permitted related to this solicitation until contract award. Offerors are reminded, however, that they are prohibited from contacting anyone about procurement sensitive information relating to this solicitation. (Refer to FAR 2.101 and 3.104.)

L.23. **DOE-L-2020 SMALL BUSINESS SET-ASIDE INFORMATION (UNRESTRICTED)**

This acquisition is unrestricted and contains no small business set-aside provisions.

L.24. **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 Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

John Blecher, Contracting Officer  
U.S. Department of Energy  
EM Consolidated Business Center  
550 Main Street, Room 7-010  
Cincinnati, OH 45202

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
(c) Another copy of a protest filed with the 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.25. 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)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, Offerors shall mark any documents as to which they would assert that an exemption applies. (See 10 CFR Part 1004.)

L.26. DOE-L-2028 AGENCY PROTEST REVIEW (OCT 2015)

Protests to the agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. 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.27. 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 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.28. FAR 52.225-12 NOTICE OF BUY AMERICAN REQUIREMENT – CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "designated country 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 Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American 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 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 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 FAR 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 FAR 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 FAR 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 FAR 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.29. LIST OF SECTION L ATTACHMENTS

Attachment L-1 – Performance Guarantee Agreement
Attachment L-2 – Key Personnel Standard Resume Format
Attachment L-3 – Past Performance Reference Information Form
Attachment L-4 – Past Performance Cover Letter and Questionnaire
Attachment L-5 – List of Contracts Terminated for Default, Cure Notices, and Conditional Payment of Fee/Profit/Other Incentive Actions
Attachment L-6 – Cost and Fee Proposal Worksheets
Attachment L-7 – List of DOE Contracts
Attachment L-8—Offeror’s Proposed Accounting System Information
Attachment L-1: Performance Guarantee Agreement

Performance Guarantee Agreement

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract ______________________ for the (Contract) dated ________________, by and between the Government and ______________________ (Contractor), the undersigned, _________________ (Guarantor), a corporation incorporated in the State of _________________ with its principal place of business ______________________ hereby unconditionally guarantees to the Government:

(a) The full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the contract; and

(b) The full and prompt payment and performance by Contractor of all obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the contract, and

(c) Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the contract, in the event of a default by Contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of: (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt; or (iii) the assertion by the Government against the Contractor of any of the Government’s rights and remedies provided for under the contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government’s favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to
pursue any right or remedy it may have against Contractor or other Guarantors under the contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of:

(i) The reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or

(ii) The institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor’s Articles of Organization, Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor’s Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on

______________________________
Date

______________________________
Name of Corporation
Name and Position of Official Executing Performance Guarantee Agreement on Behalf of Guarantor

Attestation Including Application of Seal by an Official of Guarantor Authorized to Affix Corporate Seal
Attachment L-2: Key Personnel Standard Resume Format

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 12-point size (per DOE-L-2001) for the majority of information is utilized (other than supplemental charts, tables, and diagrams), 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 the Notice to Proceed is issued for the Transition Period of the contract 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:

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 experience in performing work similar to the work to be performed in their proposed position, including leadership, experience with mines and industrial ventilation systems and other accomplishments, with emphasis on baseline performance, on or ahead of schedule, within or under budget, and the ability to recover schedule variance. Describe how work experience relates to the solicitation and capability to function effectively in the proposed position.

Education, specialized training, certifications, and licenses 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)

Letter of Commitment: (A signed letter of commitment should be attached to each resume - use the letter of commitment format specified in Section L.15(c). Page limits for resumes do not include letters of commitment.)

L-45
Attachment L-3: Past Performance Reference Information Form

(Completed Form limited to seven 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. If the reference contract is for the operation and/or demolition of a commercial facility, the L-3 form may be utilized to reflect the entirety of the commercial facility operation along with a single point of contact for the contract or binding agreement with the largest single client for the referenced services performed.)

<table>
<thead>
<tr>
<th></th>
<th>Past Performance Reference Information Form</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name and DUNS # of Offeror Submitting Proposal:</td>
</tr>
<tr>
<td>2.</td>
<td>Name and DUNS # of Company for which L-3 Form is being submitted:</td>
</tr>
<tr>
<td>3.</td>
<td>Name of Reference Contract Client (e.g., Government Agency or Prime Contractor):</td>
</tr>
<tr>
<td>4.</td>
<td>Name and DUNS # of Entity Reference Contract Was Awarded To: (if the Entity was made up of member companies, provide the applicable member company’s name and DUNS # as well)</td>
</tr>
<tr>
<td>5.</td>
<td>Reference Contract Number:</td>
</tr>
<tr>
<td></td>
<td>Reference Contract Title:</td>
</tr>
<tr>
<td>6.</td>
<td>Reference Contract Available in CPARS (i.e., Yes/No):</td>
</tr>
<tr>
<td>7.</td>
<td>Reference Contract Client Point of Contact:</td>
</tr>
<tr>
<td></td>
<td>*The reference point of contact must include the Contracting Officer (or equivalent), and may also include the Project Director or Contracting Officer’s Representative (or equivalents). Name:</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>8.</td>
<td>Reference Contract Period of Performance:</td>
</tr>
<tr>
<td>9.</td>
<td>Reference Contract Period of Performance Start Date:</td>
</tr>
<tr>
<td>10.</td>
<td>Reference Contract Period of Performance End Date:</td>
</tr>
<tr>
<td>11.</td>
<td>Reference Contract Type (e.g., FP, T&amp;M, CPFF, CIFI, CPAF, IDIQ, etc.):</td>
</tr>
<tr>
<td>12.</td>
<td>Reference Contract Total Value and Approximate Average Annual Value (separately list fee if cost-type):</td>
</tr>
</tbody>
</table>
### Past Performance Reference Information Form

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>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 = RFP release date):</td>
<td></td>
</tr>
<tr>
<td>14. Approximate Average Annual Value the Company (identified in #2) is proposed to perform on WIPP M&amp;O: Note: An estimated breakdown of the work by PWS-element (excluding C.8) over the ordering period is provided for information purposes. Offeror can further break down these elements and percentages based on the work scope to be performed. The total estimated annual contract value is $200M for evaluation purposes.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>C.1, Contractor Transition = 1%</td>
<td></td>
</tr>
<tr>
<td>C.2, Central Characterization Project = 5%</td>
<td></td>
</tr>
<tr>
<td>C.3, Transportation = 3.5%</td>
<td></td>
</tr>
<tr>
<td>C.4, WIPP Operations = 34%</td>
<td></td>
</tr>
<tr>
<td>C.5, Projects = 8%</td>
<td></td>
</tr>
<tr>
<td>C.6, Experimental and Testing Activities = .5%</td>
<td></td>
</tr>
<tr>
<td>C.7, WIPP Program Support = 48%</td>
<td></td>
</tr>
<tr>
<td>15. Scope Company (identified in #2) is proposed to perform WIPP M&amp;O. List applicable PWS elements (excluding Section C.8.0):</td>
<td></td>
</tr>
<tr>
<td>16. Scope Company (identified in #4) performed on Reference Contract:</td>
<td></td>
</tr>
<tr>
<td>17. Complexity Company (identified in #2) is proposed to perform on WIPP M&amp;O:</td>
<td></td>
</tr>
<tr>
<td>18. Complexity of work Company (identified in #4) performed on Reference Contract:</td>
<td></td>
</tr>
<tr>
<td>19. Safety statistics: provide Days Away, Restricted or Transferred and Total Recordable Case (TRC) rates and hours</td>
<td></td>
</tr>
</tbody>
</table>
## Past Performance Reference Information Form

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>worked for the company (identified in #4) on the Reference Contract by Government Fiscal Year (GFY) completed within the last 4 years from the WIPP M&amp;O original solicitation issuance date:</td>
<td></td>
</tr>
<tr>
<td>20. For the Reference Contract, identify any DOE enforcement actions and/or worker safety and health, nuclear safety, and/or classified information security incidents or notifications posted to the DOE Office of Enterprise Assessments (EA) website (<a href="https://energy.gov/ea/information-center/enforcement-infocenter">https://energy.gov/ea/information-center/enforcement-infocenter</a>) within the last 4 years from the WIPP M&amp;O original solicitation issuance date and corrective actions taken to resolve those problems:</td>
<td></td>
</tr>
<tr>
<td>21. Was the reference contract awarded to an affiliated company (see definition of “affiliates” at FAR 2.101) of the entity for which the L-3 form is being submitted (identified in #2)? (Yes/No) If the name and/or DUNS are different than the entity identified in #2, explain the relationship (e.g., self, subsidiary, parent, etc.).</td>
<td>If “yes”, the Offeror shall describe the resources of the parent, member, or affiliated company that will be provided or relied upon in contract performance such that the parent, member, or affiliate will have meaningful involvement in contract performance. If a common parent company is being used to establish the nexus between the Offeror and an affiliated company, then the Offeror must describe how the affiliate and Offeror rely on, for example, similar assets, resources, policies, and procedures of the common parent company.</td>
</tr>
</tbody>
</table>
Past Performance Reference Information Form

| If the Offeror identifies past performance information for predecessor companies that existed prior to any mergers or acquisitions, the Offeror shall demonstrate that such performance reasonably can be predictive of the Offeror’s performance. |

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 for _________________

Dear "Client":

We are currently responding to the Department of Energy (DOE) Request for Proposals No. 89303320REM000077 WIPP M&O Acquisition at the Waste Isolation Pilot Plant in Carlsbad, New Mexico.

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 REQUIRED TO SCAN AND EMAIL THE QUESTIONNAIRE TO THE EMAIL ADDRESS PROVIDED BELOW:

    Email Address: john.blecher@emcbc.doe.gov

### Past Performance Questionnaire

**A. Referenced Contract and Client Information**

<table>
<thead>
<tr>
<th>Name of Company Being Evaluated:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract Number and Title Being Evaluated:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Assessment Period for which PPQ covers Company’s performance:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Evaluator’s Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Evaluator’s Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Evaluator’s Phone &amp; Email:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Evaluator’s Organization:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Evaluator’s role in the management of the contract*:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

L-50
* 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>
<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>
</tbody>
</table>
Rating Scale and Definitions

<table>
<thead>
<tr>
<th>Rating</th>
<th>Definition</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<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>❏</th>
<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>
<td>Do Not Know</td>
</tr>
</tbody>
</table>

Supporting Narrative:

2. Schedule Compliance
Example: How well did the Contractor provide timely services in accordance with contract schedules? How well did the Contractor take measures to minimize delays that were within its control?

<table>
<thead>
<tr>
<th>❏</th>
<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>
<td>Do Not Know</td>
</tr>
</tbody>
</table>

Supporting Narrative:

3. Cost Control
Example: How well did the Contractor control its costs?

<table>
<thead>
<tr>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
<th>Unsatisfactory</th>
<th>Not Applicable</th>
<th>Do Not Know</th>
</tr>
</thead>
</table>

Supporting Narrative:

4. Business Relations

Example: How well did the Contractor interface with you to address requests, complaints, and inquiries? If given the choice, would you select this Contractor again to perform your required services?

<table>
<thead>
<tr>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
<th>Unsatisfactory</th>
<th>Not Applicable</th>
<th>Do Not Know</th>
</tr>
</thead>
</table>

Supporting Narrative:

5. Management of Key Personnel/Staffing

Example: How well did the Contractor allocate the appropriate personnel resources to meet customer needs? How well did the Contractor provide staff on short notice for quick turnaround of personnel?

<table>
<thead>
<tr>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
<th>Unsatisfactory</th>
<th>Not Applicable</th>
<th>Do Not Know</th>
</tr>
</thead>
</table>

Supporting Narrative:

6. Utilization of Small Business

Example: How well did the Contractor allocate subcontracting opportunities to small businesses?
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>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:

We greatly appreciate your time and assistance in completing this questionnaire.

**Additional Comments:**
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
Attachment L-5: List of Contracts Terminated for Default, Cure Notices, and Conditional Payment of Fee/Profit/Other Incentive Actions

Table L-5.1 List of Contracts - Terminated for Default

<table>
<thead>
<tr>
<th>Client Name</th>
<th>Contract No.</th>
<th>Client Point of Contact</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 for default 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 to report, a blank form shall be submitted stating such.

Table L-5.2. List of Contracts – Cure Notice(s)

<table>
<thead>
<tr>
<th>Client Name</th>
<th>Contract No.</th>
<th>Client Point of Contact</th>
<th>POC Information (address, phone no., email address)</th>
<th>Performance Period</th>
<th>Reason for Cure Notice</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 that are currently being performed or have a period of performance end date 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 cure notice, along with a brief description of the work. If the Offeror does not have any contracts to report, a blank form shall be submitted stating such.

Table L-5.3. List of Contracts – Conditional Payment of Fee/Profit/Other Incentive Actions

<table>
<thead>
<tr>
<th>Client Name</th>
<th>Contract No.</th>
<th>Client Point of Contact</th>
<th>POC Information (address, phone no., email address)</th>
<th>Performance Period</th>
<th>Reason for CPOF Action</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 that are currently being performed or have a period of performance end date 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 Conditional Payment of Fee/Profit/Other Incentive action, along with a brief description of the work. If the Offeror does not have any contracts to report, a blank form shall be submitted stating such.
Attachment L-6: Cost and Fee Proposal Worksheets

*(See separate file)*
Attachment L-7: List of DOE Contracts

Instructions: The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and Teaming Subcontractors, shall provide a listing of all DOE prime contracts (including NNSA) 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, LLC, or other similar entity as a prime Contractor to DOE. The below information should be provided for the entity to which the DOE prime contract was awarded, rather than a proposing entity under this solicitation. Also, this list shall only include DOE prime contracts performed by the proposing entity and any affiliate companies for which an L-3 form is submitted (including within LLC arrangements), and shall not include any contracts performed by other affiliates not otherwise performing any of the submitted L-3 reference contracts (if applicable).

| a. Prime Contract Number: |
| b. Contract Title: |
| c. Prime Contractor Name: |
| d. Prime Contractor DUNS #: |
| e. LLC Member Name: |
| f. LLC Member DUNS #: |
| g. Period of Performance: |
| h. Contract Value: |
| i. Contract Description (brief; 1-2 sentences): |
| j. Contract NAICS: |
Attachment L-8: Offeror’s Proposed Accounting System Information

1. Is the accounting system in accordance with generally accepted accounting principles? Please explain.

2. Does the proposed accounting system provide for:
   a. Proper segregation of direct costs from indirect costs? Please explain.
   b. Identification of and accumulation of direct costs by contract? Please explain.
   c. A logical and consistent method for allocation of indirect costs to intermediate and final cost objectives? (A contract is a final cost objective.) Please explain.
   d. Accumulation of costs under general ledger control? Please explain.
   e. A timekeeping system that identifies employees’ labor by intermediate or final cost objectives? Please explain.
   f. A labor distribution system that charges direct and indirect labor to the appropriate cost objectives? Please explain.
   g. Interim (at least monthly) determination of cost charged to a contract through routine posting of book of accounts? Please explain.
   h. Exclusion from costs charged to government contracts of amounts which are not allowable in terms of FAR Part 3, Contract Cost Principles and Procedures or other contract provisions? Please explain.
   i. Identification of costs by contract line item and by units (as if unit or line items were a separate contract) if required by the proposed contract? Please explain.
   j. Segregation of preproduction costs from production costs (if applicable)? Please explain.

3. Does the proposed Accounting System provide financial information:
   a. Required by clauses concerning limitation of costs (FAR 52.232-20, Limitation of Cost) and/or limitation on payments (FAR 52.216-16, Incentive Price Revision—Firm Target)? Please explain.
   b. Required to support request for progress payments? Please explain.

4. Is the proposed accounting system designed, and are the records maintained in such a manner, that adequate, reliable data are developed for use in pricing follow-on acquisitions? Please explain.

5. Is the accounting system currently in full operation? If not, describe which portions are: (1) in operation; (2) set up, but not yet in operation; (3) anticipated; or (4) nonexistent?
# PART IV – REPRESENTATIONS AND INSTRUCTIONS

## SECTION M

### EVALUATION FACTORS FOR AWARD

**TABLE OF CONTENTS**

| M.1. | DOE-M-2001 PROPOSAL EVALUATION – GENERAL – ALTERNATE III (FEB 2019) | 1 |
| M.2. | EVALUATION FACTOR – KEY PERSONNEL | 2 |
| M.3. | DOE-M-2008 EVALUATION FACTOR – PAST PERFORMANCE (OCT 2015) (REVISED) | 3 |
| M.4. | EVALUATION FACTOR – MANAGEMENT APPROACH | 5 |
| M.5. | EVALUATION FACTOR – COST AND FEE | 6 |
| M.6. | DOE-M-2011 RELATIVE IMPORTANCE OF EVALUATION FACTORS (OCT 2015) | 7 |
| M.7. | DOE-M-2012 BASIS FOR AWARD (OCT 2015) | 7 |

(a) Conduct of acquisition.

(1) This acquisition will be conducted pursuant to the Federal Acquisition Regulation (FAR), Part 15 entitled, Contracting by Negotiation; Department of Energy Acquisition Regulation (DEAR), Part 915 entitled, Contracting by Negotiation; and the provisions of this solicitation.

(2) DOE has established a Source Evaluation Board (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. 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, 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*. The responsibility determination includes a finding 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, as prescribed in Section L provision, DEAR 952.204-73, entitled Facility Clearance, which requires submission of specific information by the Offeror related to foreign interests.

(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 proposal shall contain the Offeror’s best terms from a cost or price and technical standpoint. The Government, however, reserves the right to conduct discussions if the PCO later determines them to be necessary and may limit the competitive range for purposes of efficiency.

(e) Organizational conflicts of interest. The Offeror is required by the Section K provision entitled, *Organizational Conflicts of Interest Disclosure*, to provide a statement of any past, present, or currently planned interests related to the performance of the work and a statement that an actual or potential conflict of interest or unfair competitive advantage does or does not exist in connection with the contract resulting from the solicitation. No award will be made to the apparent successful Offeror, if the Contracting Officer determines that a conflict of interest exists that cannot be avoided, neutralized, or mitigated.

**M.2. EVALUATION FACTOR – KEY PERSONNEL**

(a) Key Personnel. DOE will evaluate the proposed Program Manager, Capital Asset Projects Manager, WIPP Operations Manager, Mining/Underground Operations Manager, Environmental, Safety and Health Manager and other proposed non-required key personnel along with the Offeror’s rationale for selecting the proposed non-required key personnel positions and why the positions are essential to the successful performance of the entire PWS (excluding Section C.8.0). 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(s), 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 in the local surrounding area will adversely affect the Government’s evaluation of the proposal and may make the proposal ineligible for award. Additionally, failure of the Offeror to provide a letter of commitment for each key personnel will adversely affect the Government’s evaluation of the proposal.

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 factor.
(b) Resume. The individuals proposed as key personnel will be evaluated on the degree to which they are qualified and suitable for the proposed position 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 will be evaluated on the following:

(1) Experience. The key personnel individually will be evaluated on their DOE, commercial, and/or other Government experience in performing work similar to the work to be performed in their proposed position, including leadership, experience with mines and industrial ventilation systems, if related to the position, and other accomplishments, with emphasis on baseline performance, on or ahead of schedule, within or under budget, and the ability to recover schedule variance.

(2) Education. The key personnel will be evaluated on their education, specialized training, certifications, and licenses that support the suitability for the proposed position.

(3) DOE may contact any or all of the references, and other sources of information not provided by the Offeror, to verify the accuracy of the information contained in the resume and to further assess the qualifications and suitability of proposed key personnel.

(c) Oral interviews – Program Manager and Capital Asset Projects Manager. The Offeror’s Program Manager and Capital Asset Projects Manager will be evaluated for qualifications and suitability, including leadership capability for each proposed position as demonstrated during each oral interview.

Note: DOE experience is not necessarily evaluated with more similarity than non-DOE experience, based on the sole fact that it was work for DOE. The key personnel evaluation is based on the factors listed above.

M.3. DOE-M-2008 EVALUATION FACTOR – PAST PERFORMANCE (OCT 2015) (REVISED)

(a) Offeror. The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), will be evaluated on the Government’s assessment of relevant and recent past performance information obtained for the Offeror performing work similar in scope, size, and complexity to the portion of the PWS (excluding Section C.8.0) that each entity is proposed to perform. The information will be evaluated in order to assess the Offeror’s potential success in performing the work required by the contract. Similar scope, size, and complexity are defined as follows based on the portion of work that each entity is proposed to perform:

| Scope – type of work (e.g., work as identified in the PWS excluding Section C.8.0), including similar work of a non-nuclear nature and/or similar non-DOE work; |
| Size – dollar value (approximate average annual value in relation to the proposed work; annual contract value of approximately $200M for evaluation purposes); |
| Complexity – performance challenges (e.g., prior innovations, work performance improvements, subcontractor management, execution of Capital Asset Project portfolio, management of large complex contracts in a highly regulated environment, comparable experience with mines and industrial ventilation systems, cost efficiencies, management of complex CHRM requirements, and successful collaboration with the Government, Client, multiple stakeholders, and Regulators). |

Experience with mines and industrial ventilation systems is
considered very relevant. The higher the degree of relevance of the work, the greater the consideration that may be given.

DOE will evaluate recent past performance information for contracts that are currently being performed or have a period of performance end date within the last four (4) years from the original solicitation issuance date. To the extent that performance evaluations are divisible, the Government will only evaluate performance that occurred within the four (4) year period preceding the original solicitation issuance date. More recent past performance information may be given greater consideration.

The Government will not apportion the assessment 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 information. 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.10(a)(2) will be evaluated on the assessment 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 four (4) years from the original solicitation issuance date.

(c) Newly formed entity and predecessor companies. The evaluation of past performance for the Offeror and any Teaming Subcontractor(s) may be based on the past performance of 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. Past performance information from predecessor companies that existed prior to any mergers or acquisitions may also be considered where the Offeror’s proposal demonstrates such performance reasonably can be predictive of the Offeror’s performance.

(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 PWS (excluding Section C.8.0). The resulting rating will consider whether the Offeror’s team as a whole (including Teaming Subcontractors) have demonstrated relevancy to all PWS (excluding Section C.8.0) requirements.

(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 Government will only evaluate past performance information for work it considers 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). The Offeror may also be evaluated on safety statistics (OSHA Days Away, Restricted or Transferred (DART) and Total Recordable Case (TRC)) and DOE enforcement actions and/or worker safety and health, nuclear safety, and/or classified information security incidents or notifications posted to the DOE Office of Enterprise Assessments website (https://energy.gov/ea/information-center/enforcement-infocenter) and corrective actions taken to resolve those problems.

(g) Terminated contracts, cure notices, and conditional payment of fee/profit/other incentive actions. The Government may consider contracts of the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and Teaming Subcontractors, that: (1) were terminated for default; (2) included a cure notice(s) in accordance with FAR 49 Termination of Contracts; and (3) included a conditional payment of fee/profit/other incentive action(s) as described in the DEAR over the preceding four (4) years from the original solicitation issuance date, including the reasoning for the aforementioned actions.

(h) Sources of past performance information. The Government may 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 (CPARS) and award fee determinations. The Government may contact any or all of the references provided by the Offeror and will consider such information obtained in its evaluation. 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. Scope, size, and complexity determinations will be made solely based on the relationship of past work to current requirements, without any preference or benefit given based on the entity for which the work was performed. In addition, the Government may consider any other information determined to be reasonably predictive of the quality of the Offeror’s performance under this proposed contract, such as information bearing on the Offeror’s integrity and business ethics. This other information is not limited to contracts found relevant to this procurement in terms of scope, size, and complexity.

(i) List of DOE contracts. The Government may consider the information provided per Section L, Attachment L-7, List of DOE Contracts, and evaluate past performance information on work determined to be relevant to the acquisition in terms of similar in scope, size, and complexity, as defined above in paragraph (a).

M.4. EVALUATION FACTOR – MANAGEMENT APPROACH

(a) Contract Transition Approach. DOE will evaluate the Offeror’s approach to achieve the Contract Transition requirements listed in Section C of the solicitation, including implementation of Contractor Human Resources Management (CHRM) requirements,
for the safe, effective, and efficient transfer of responsibility for execution of the contract with little or no disruption to ongoing operations.

(b) **Defined Benefit Pension and Post-Retirement Benefits Transition.** DOE will evaluate the Offeror’s management approach to effectively sponsor, manage, and implement defined benefit pension and post-retirement welfare plans in accordance with CHRM requirements.

(c) **Management Approach.** DOE will evaluate the Offeror’s management approach to include available capabilities, teaming/organizational structure and roles and responsibilities to effectively manage, implement, and execute the PWS (excluding Section C.8.0), including the Line Item Capital Asset Projects and their integration into on-going WIPP Operations (i.e., ground control, mining, and waste handling); to interface and collaborate with on site, and waste generator/ storage site contractors; and to collaborate with DOE and the Regulators.

(d) **Small Business Participation.** DOE will evaluate the Offeror’s approach to meet or exceed the small business subcontracting requirement of 20% of the total contract value, including subcontracting of meaningful work scope.

(e) **Inclusion of Improvements and Innovations to Work Processes, Procedures, and Technologies.** DOE will evaluate the approach to meet the contract purpose and objective to include improvements and innovations to work processes, procedures, and technologies in the performance of the PWS (excluding Section C.8.0) throughout the period of performance.

### M.5. EVALUATION FACTOR – COST AND FEE

The Cost and Fee Proposal will not be adjectively rated, but will be considered in the overall evaluation of proposals in determining the best value to the Government.

Cost proposals will be evaluated for price reasonableness and cost realism in accordance with FAR 15.404-1 and FAR 15.402(a). Given the nature of performance-based management and operating contracts, Offerors are not required to provide, nor will the Government determine, an estimate of overall contract costs. The cost evaluation will include a cost realism evaluation of the Offeror’s proposed transition costs to determine whether the proposed cost elements are realistic for the work to be performed and will be compared to the Volume II proposal for consistency and understanding. The Key Personnel total reimbursable compensation costs for year one of the base period will be evaluated for price reasonableness only. Key personnel compensation is capped at $568,250,000 for each employee, as established by the 2018 Contractor Compensation Cap for Contracts Awarded on or after June 24, 2014 per the White House Office of Management and Budget website (https://www.whitehouse.gov/omb/management/office-federal-procurement-policy/#cecc). The total amount of the performance fee proposed in the table found in Section B.3(b) will be evaluated for reasonableness by verifying the proposed fee...
does not exceed the identified fee limitations.

For purposes of determining the best value, the evaluated price will be the total of the probable cost for transition, the proposed Key Personnel total compensation costs for base period year one and the amount of the performance fee values proposed in the table found in Section B.3(b) not exceeding the identified performance fee limitations. Proposing in excess of the performance fee limitations, will be considered taking “exception to” a material term of the contract, which may result in a proposal being eliminated from further consideration under the solicitation.

M.6. DOE-M-2011 RELATIVE IMPORTANCE OF EVALUATION FACTORS (OCT 2015)

(a) The relative importance of the evaluation factors for the Technical and Management Proposal (Volume II) are below.

(1) Key Personnel;
(2) Past Performance; and
(3) Management Approach

Key Personnel is more important than Past Performance. Past Performance is more important than Management Approach.

(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.