

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 71
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2. CONTRACT (Proc. Inst. Ident.) NO. DE-EM0003897	3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 15EM002616
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5. ISSUED BY EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202	CODE 03001	6. ADMINISTERED BY (If other than Item 5)	CODE
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7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) Neptune and Company, Incorporated Attn: Spencer Hill 1435 Garrison St Stell10 Lakewood CO 802154748	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT NET 30
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN

CODE 623278447	FACILITY CODE
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11. SHIP TO/MARK FOR EMCBC - West Valley U.S. Department of Energy West Valley Demonstration Project 10282 Rock Springs Road West Valley NY 14171-9799	CODE 03004	12. PAYMENT WILL BE MADE BY OR for EMCBC U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831	CODE 00511
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()	14. ACCOUNTING AND APPROPRIATION DATA See Schedule
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					

15G. TOTAL AMOUNT OF CONTRACT

16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	2	X	I	CONTRACT CLAUSES	9
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	10	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	8	X	J	LIST OF ATTACHMENTS	11
X	D	PACKAGING AND MARKING	2	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	4		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	3		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	7		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	11				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>DE-SOL-0006881</u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) Kevin J. Hull, Vice President	20A. NAME OF CONTRACTING OFFICER Jodi L. Gordon
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19B. NAME OF CONTRACTOR Neptune and Company, Inc.	19C. DATE SIGNED 9/3/15	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED 9/3/15
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BY KJ Hull
(Signature of person authorized to sign)

BY Jodi Gordon
(Signature of the Contracting Officer)

NAME OF OFFEROR OR CONTRACTOR
Neptune and Company, Incorporated

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	Tax ID Number: 54-1628888 DUNS Number: 623278447 Delivery: 1 Days After Award FOB: Destination Period of Performance: 09/28/2015 to 09/27/2020 Base - Period Services to perform the West Valley Demonstration Project Probabilistic Performance Assessment Line item value is [REDACTED] Incrementally Funded Amount: [REDACTED] Accounting Info: Fund: 01751 Appr Year: 2015 Allottee: 33 Report Entity: 490809 Object Class: 25233 Program: 1111521 Project: 0001080 WFO: 0000000 Local Use: 0000000 Funded: [REDACTED] Accounting Info: Fund: 01759 Appr Year: 2015 Allottee: 33 Report Entity: 490809 Object Class: 25233 Program: 3166027 Project: 0000000 WFO: 4900132 Local Use: 0000000 Funded: [REDACTED]				[REDACTED]
00002	Base Period- Other Direct Costs CLIN to Support West Valley Probabilistic Performance Assessment Line item value [REDACTED] Incrementally Funded Amount: [REDACTED] Accounting Info: Fund: 01751 Appr Year: 2015 Allottee: 33 Report Entity: 490809 Object Class: 25233 Program: 1111521 Project: 0001080 WFO: 0000000 Local Use: 0000000 Funded: [REDACTED] Accounting Info: Fund: 01759 Appr Year: 2015 Allottee: 33 Report Entity: 490809 Object Class: 25233 Program: 3166027 Project: 0000000 WFO: 4900132 Local Use: 0000000 Funded: [REDACTED]				[REDACTED]
00003	Base- Period Travel to support the West Valley Demonstration Project Probabilistic Performance Assessment Accounting Info: Fund: 01751 Appr Year: 2015 Allottee: 33 Report Entity: 490809 Object Class: 25233 Program: Continued ...				[REDACTED]

NAME OF OFFEROR OR CONTRACTOR
Neptune and Company, Incorporated

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	1111521 Project: 0001080 WFO: 0000000 Local Use: 0000000 Funded: ██████████ Accounting Info: Fund: 01759 Appr Year: 2015 Allottee: 33 Report Entity: 490809 Object Class: 25233 Program: 3166027 Project: 0000000 WFO: 4900132 Local Use: 0000000 Funded: ██████████ FOR OFFICIAL USE ONLY Special Handling: Not Applicable Option Period - Services to Perform the West Valley Demonstration Project Probabilistic Performance Assessment Amount: ██████████ (Option Line Item)				██████████0
00004					
	FOR OFFICIAL USE ONLY Option Period - Other Direct Costs CLIN to support the West Valley Demonstration Project Probabilistic Performance Assessment Amount: ██████████ (Option Line Item)				██████████0
00005					
	FOR OFFICIAL USE ONLY Option Period - Travel to support the West Valley Demonstration Project Probabilistic Performance Assessment Amount: ██████████ (Option Line Item)				██████████0
00006					

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

Table of Contents

B.1	TYPE OF CONTRACT AND ITEMS BEING ACQUIRED	2
B.2	CEILING PRICE OF CONTRACT	2
B.3	NON-LABOR COST –INDIRECT CEILING RATE.....	9
B.4	OBLIGATION AND AVAILABILITY OF FUNDS	9
B.5	OPTION TO EXTEND THE CONTRACT	10

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 TYPE OF CONTRACT AND ITEMS BEING ACQUIRED

This is a Time-and-Materials (T&M) contract for the purpose of providing probabilistic performance assessment (PPA) and statistical decision analysis services to the U.S. Department of Energy's (DOE) West Valley Demonstration Project (WVDP) and the New York State Energy Research and Development Authority (NYSERDA). This contract will be equally funded by both Agencies (DOE and NYSERDA). The Contractor is required to report and respond to the respective parties equally on all technical matters. However for all matters of contract administration please refer to Section G.1. The contract applies performance-based contracting approaches and expects the Contractor to implement techniques that emphasize safe, efficient and measurable results. The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of all items of work described in Section C.

B.2 CEILING PRICE OF CONTRACT

The not-to-exceed dollar values for Direct Productive Labor Hours (DPLH) are detailed in the table below. The Contractor shall provide personnel in the labor categories and at the fully burdened hourly rates (wages, overhead, general and administrative expense, and profit) set forth below in Tables B-2. The hourly rates are fully burdened and fixed for the term of the contract. If the Contractor exceeds the contract ceiling price it does so at its own risk. DPLH are defined as actual hours worked exclusive of federal holidays specified in Section G.8 (vacation, sick leave, and other advances). DPLH includes subcontract hours used in performance of this contract. Not-to-exceed values have been established for the labor costs, other direct costs (ODCs), and travel for the base and option periods. The ODCs, including travel, will be reimbursed on an actual cost basis.

Table B-1: Pricing Schedule	Base Period: 0 to 36 months after NTP	
CLIN	Estimated DPLH Hours	NTE Dollar Amount
0001 Labor: Line item will be awarded as not-to-exceed total price	██████	██████████
0002 Other Direct Costs— (Material and misc.)		██████
0003 Travel		████████
Base Period Total		██████████

	Option Period: 37 to 60 months	
CLIN	Estimated DPLH Hours	NTE Dollar Amount
0004 Labor: Line item will be awarded as not-to-exceed total price	██████	██████████
0005 Other Direct Costs— (Material and misc.)		██████
0006 Travel		████████
Option Period Total		██████████

Table 1. Labor Categories, Rates, and Estimated Hours (Table B-2)

	Base Period: 0 to 12 months after NTP			
Labor Categories	Estimated DPLH	Fully Burdened Hourly Rate	Subcontractor Fully Burdened Hourly Rate	Extended Price
PRINCIPAL PROJECT MANAGER	█	█	█	█
PRINCIPALPROBABILISTIC MODELER	█	█	█	█
ADMINISTRATIVE ASSISTANT I	█	█	█	█
ADMINISTRATIVE ASSISTANT II	█	█	█	█
PRODUCTION CLERK	█	█	█	█
SENIOR PROJECT MANAGER	█	█	█	█
PROJECT MANAGER	█	█	█	█
RECORDS/DOCUMENT CONTROL SPECIALIST	█	█	█	█
SENIOR SUBJECT MATTER EXPERT	█	█	█	█
SUBJECT MATTER EXPERT	█	█	█	█
SENIOR TECHNICAL SPECIALIST OR PROJECT SCIENTIST	█	█	█	█
TECHNICAL SPECIALIST OR PROJECT SCIENTIST	█	█	█	█
JUNIOR TECHNICAL SPECIALIST OR JUNIOR PROJECT SCIENTIST	█	█	█	█
SENIOR TECHNICAL WRITER	█	█	█	█
TECHNICAL WRITER	█	█	█	█

West Valley Demonstration Project
 Probabilistic Performance Assessment
 Request for Proposal No. DE-SOL-0006881
 Contract No. DE-EM0003897

	Base Period: 13 to 24 months after NTP			
Labor Categories	Estimated DPLH	Fully Burdened Hourly Rate	Subcontractor Fully Burdened Hourly Rate	Extended Price
PRINCIPAL PROJECT MANAGER	█	█	█	█
PRINCIPALPROBABILISTIC MODELER	█	█	█	█
ADMINISTRATIVE ASSISTANT I	█	█	█	█
ADMINISTRATIVE ASSISTANT II	█	█	█	█
PRODUCTION CLERK	█	█	█	█
SENIOR PROJECT MANAGER	█	█	█	█
PROJECT MANAGER	█	█	█	█
RECORDS/DOCUMENT CONTROL SPECIALIST	█	█	█	█
SENIOR SUBJECT MATTER EXPERT	█	█	█	█
SUBJECT MATTER EXPERT	█	█	█	█
SENIOR TECHNICAL SPECIALIST OR PROJECT SCIENTIST	█	█	█	█
TECHNICAL SPECIALIST OR PROJECT SCIENTIST	█	█	█	█
JUNIOR TECHNICAL SPECIALIST OR JUNIOR PROJECT SCIENTIST	█	█	█	█
SENIOR TECHNICAL WRITER	█	█	█	█
TECHNICAL WRITER	█	█	█	█

	Base Period: 25 to 36 months after NTP			
Labor Categories	Estimated DPLH	Fully Burdened Hourly Rate	Subcontractor Fully Burdened Hourly Rate	Extended Price
PRINCIPAL PROJECT MANAGER	■	■	■	■
PRINCIPALPROBABILISTIC MODELER	■	■	■	■
ADMINISTRATIVE ASSISTANT I	■	■	■	■
ADMINISTRATIVE ASSISTANT II	■	■	■	■
PRODUCTION CLERK	■	■	■	■
SENIOR PROJECT MANAGER	■	■	■	■
PROJECT MANAGER	■	■	■	■
RECORDS/DOCUMENT CONTROL SPECIALIST	■	■	■	■
SENIOR SUBJECT MATTER EXPERT	■	■	■	■
SUBJECT MATTER EXPERT	■	■	■	■
SENIOR TECHNICAL SPECIALIST OR PROJECT SCIENTIST	■	■	■	■
TECHNICAL SPECIALIST OR PROJECT SCIENTIST	■	■	■	■
JUNIOR TECHNICAL SPECIALIST OR JUNIOR PROJECT SCIENTIST	■	■	■	■
SENIOR TECHNICAL WRITER	■	■	■	■
TECHNICAL WRITER	■	■	■	■

West Valley Demonstration Project
 Probabilistic Performance Assessment
 Request for Proposal No. DE-SOL-0006881
 Contract No. DE-EM0003897

	Base Period: 37 to 48 months after NTP			
Labor Categories	Estimated DPLH	Fully Burdened Hourly Rate	Subcontractor Fully Burdened Hourly Rate	Extended Price
PRINCIPAL PROJECT MANAGER	█	█	█	█
PRINCIPALPROBABILISTIC MODELER	█	█	█	█
ADMINISTRATIVE ASSISTANT I	█	█	█	█
ADMINISTRATIVE ASSISTANT II	█	█	█	█
PRODUCTION CLERK	█	█	█	█
SENIOR PROJECT MANAGER	█	█	█	█
PROJECT MANAGER	█	█	█	█
RECORDS/DOCUMENT CONTROL SPECIALIST	█	█	█	█
SENIOR SUBJECT MATTER EXPERT	█	█	█	█
SUBJECT MATTER EXPERT	█	█	█	█
SENIOR TECHNICAL SPECIALIST OR PROJECT SCIENTIST	█	█	█	█
TECHNICAL SPECIALIST OR PROJECT SCIENTIST	█	█	█	█
JUNIOR TECHNICAL SPECIALIST OR JUNIOR PROJECT SCIENTIST	█	█	█	█
SENIOR TECHNICAL WRITER	█	█	█	█
TECHNICAL WRITER	█	█	█	█

West Valley Demonstration Project
 Probabilistic Performance Assessment
 Request for Proposal No. DE-SOL-0006881
 Contract No. DE-EM0003897

	Base Period: 49 to 60 months after NTP			
Labor Categories	Estimated DPLH	Fully Burdened Hourly Rate	Subcontractor Fully Burdened Hourly Rate	Extended Price
PRINCIPAL PROJECT MANAGER	█	█	█	█
PRINCIPALPROBABILISTIC MODELER	█	█	█	█
ADMINISTRATIVE ASSISTANT I	█	█	█	█
ADMINISTRATIVE ASSISTANT II	█	█	█	█
PRODUCTION CLERK	█	█	█	█
SENIOR PROJECT MANAGER	█	█	█	█
PROJECT MANAGER	█	█	█	█
RECORDS/DOCUMENT CONTROL SPECIALIST	█	█	█	█
SENIOR SUBJECT MATTER EXPERT	█	█	█	█
SUBJECT MATTER EXPERT	█	█	█	█
SENIOR TECHNICAL SPECIALIST OR PROJECT SCIENTIST	█	█	█	█
TECHNICAL SPECIALIST OR PROJECT SCIENTIST	█	█	█	█
JUNIOR TECHNICAL SPECIALIST OR JUNIOR PROJECT SCIENTIST	█	█	█	█
SENIOR TECHNICAL WRITER	█	█	█	█
TECHNICAL WRITER	█	█	█	█

B.3 NON-LABOR COST –INDIRECT CEILING RATE

The Contractor is entitled to apply an indirect rate to all non-labor costs of _____%. The percentage specified is considered a ceiling rate. Contractor's actual rates, up to the ceiling rate, will be applied for each fiscal year. The Contractor's reimbursed indirect rate shall be supported by the Contractor's accounting system. If the Contractor is unable or does not segregate indirect rates with an allocation base containing non-labor costs, the Contractor is not entitled to any applied indirect rates to non-labor costs incurred.

B.4 OBLIGATION AND AVAILABILITY OF FUNDS

Funding has been obligated to each individual CLIN specified in Clause B.2 above as detailed below. The Contractor may incur costs for each CLIN only up to the amount of funding obligated for each CLIN. Funding obligated for one CLIN will not be available to cover costs incurred by the Contractor under another CLIN.

CLIN 0001 Labor

Pursuant to the clause in Section I, FAR 52.232-22, Limitation of Funds, total funds in the amount of \$ _____ have been allotted for obligation to CLIN 0001 and are available for payment for services provided under CLIN 0001 from the NTP through _____ February 28, 2016_____.

CLIN 0002 Other Direct Costs

Pursuant to the clause in Section I, FAR 52.232-22, Limitation of Funds, total funds in the amount of \$ _____ have been allotted for obligation to CLIN 0002 and are available for payment for costs incurred under CLIN 0002 from the NTP through _____ September 2, 2018_____.

CLIN 0003 Travel

Pursuant to the clause in Section I, FAR 52.232-22, Limitation of Funds, total funds in the amount of \$ _____ have been allotted for obligation to CLIN 0003 and are available for payment for costs incurred under CLIN 0003 from the NTP through _____ September 2, 2018_____.

CLIN 0004 Labor

Pursuant to the clause in Section I, FAR 52.232-22, Limitation of Funds, total funds in the amount of \$ To be filled in by DOE have been allotted for obligation to CLIN 0004 and are available for payment for services provided under CLIN 0004 from the NTP through _____ DATE_____.

CLIN 0005 Other Direct Costs

Pursuant to the clause in Section I, FAR 52.232-22, Limitation of Funds, total funds in the amount of \$ To be filled in by DOE have been allotted for obligation to CLIN 0005 and are available for payment for costs incurred under CLIN 0005 from the NTP through DATE.

CLIN 0006 Travel

Pursuant to the clause in Section I, FAR 52.232-22, Limitation of Funds, total funds in the amount of \$ To be filled in by DOE have been allotted for obligation to CLIN 0006 and are available for payment for costs incurred under CLIN 0006 from the NTP through DATE.

B.5 OPTION TO EXTEND THE CONTRACT

This contract may be extended at the unilateral discretion of the Government in accordance with Section I clause “FAR 52.217-9 *Option to Extend the Term of the Contract* (Mar 2000)”.

SECTION C
PERFORMANCE WORK STATEMENT

C.01	PURPOSE.....	2
C.02	BACKGROUND	2
C.03	PERFORMANCE REQUIREMENTS	3
C.03.1	Probabilistic Analysis to Support Phase 2 Decision Making.....	3
C.03.1.1	Perform a Near-Term Sensitivity Analysis.....	3
C.03.1.2	Transition to a Probabilistic Modeling Approach.....	4
C.03.1.3	Perform a long-term probabilistic performance assessment (PA)	5
C.03.1.4	Prepare Supplemental Environmental Impact Statement Chapters and Appendices	5
C.03.2	General Deliverables.....	5
C.03.3	Records Management.....	6
C.03.4	Communication and Outreach Support.....	7
C.03.4	Travel	7
C.03.5	Citizenship and Credential Requirements.....	7
C.03.6	Training.....	8
C.03.7	Security and Emergency Response	8
C.03.8	Information Assurance.....	8

SECTION C
PERFORMANCE WORK STATEMENT

C.01 PURPOSE

The purpose of this contract is to provide support to the U.S. Department of Energy (DOE) West Valley Demonstration Project (WVDP), and the New York State Energy Research and Development Authority (NYSERDA) in performing a probabilistic analysis to support Phase 2 decommissioning decision making for the West Valley Demonstration Project and Western New York Nuclear Service Center.

The scope includes four elements: (1) perform sensitivity analyses to provide near-term direction to site data collection activities, (2) transition existing components of a deterministic performance assessment (PA) to a probabilistic modeling platform to identify changes necessary in the model structure, input parameter distribution, the need for additional data, or the need for different modeling approaches, (3) prepare a long term probabilistic PA to support decision making and meet requirements of the National Environmental Policy Act (NEPA) and the State Environmental Quality Review Act (SEQRA), and (4) prepare chapters and appendices for the Supplemental Environmental Impact Statement (SEIS) as required by the SEIS Contractor. DOE and NYSERDA (the agencies) intend to conduct this work jointly, using a tripartite contract structure and sharing in oversight and cost of the work.

C.02 BACKGROUND

In 2010, DOE and NYSERDA selected the Phased Decisionmaking Alternative as the preferred alternative for Decommissioning and/or Long-Term Stewardship of the West Valley Demonstration Project (WVDP) and the Western New York Nuclear Service Center (WNYNSC). During Phase 1 of the Phased Decisionmaking Alternative, a number of highly contaminated facilities will be removed. In addition, DOE and NYSERDA will collect additional scientific data to support decisions for the facilities remaining at the WVDP and WNYNSC following the completion of Phase 1 decommissioning. These scientific studies will be scoped such that study findings will be available within 7 years of the Phase 1 decommissioning decision, allowing for Phase 2 decisions within 10 years of DOE's Record of Decision (April, 2010) and NYSERDA's Findings Statement (May, 2010)

DOE and NYSERDA propose to arrive at Phase 2 decisions for the WVDP and WNYNSC by 2020. Decisions will be made for WVDP and WNYNSC facilities to include high-level waste tanks, the U.S. Nuclear Regulatory Commission (NRC)-licensed disposal area, the State-licensed Disposal Area (SDA), the non-source area of the north plateau groundwater plume, contaminated soils, and contaminated stream sediments. These decisions will be informed by (1) scientific studies being performed at the WVDP and WNYNSC that are expected to end in 2017, and (2) an analytical process to support Phase 2 decisions that will be initiated in 2015 and continue

through the completion of Phase 2 decision making. This analytical process will include sensitivity analyses to provide near-term direction to site data collection activities, transition of existing analyses to a probabilistic modeling approach, and preparation of a long-term PA to support Phase 2 decision making.

C.03 PERFORMANCE REQUIREMENTS

The Contractor shall furnish all services, materials, supplies, equipment, and travel required in connection with this performance work statement (PWS). The Contractor shall furnish sufficient technical, supervisory, and administrative personnel to ensure the expeditious accomplishment of the work specified in this contract. In doing so, the Contractor shall provide personnel with expertise in performing probabilistic PAs and in applying statistical decision analysis methods to evaluate and optimize disposal, closure, and/or long-term monitoring and maintenance options at complex radiological waste management facilities and radiological facilities undergoing decommissioning.

The Contractor shall conduct this work under a tripartite contract jointly managed by the DOE and NYSERDA. The Contractor shall be responsive to each agency equally.

C.03.1 Probabilistic Analysis to Support Phase 2 Decision Making

The Contractor shall implement all activities identified in this PWS. It is anticipated that this work may include, but will not be limited to, literature searches, research efforts, deterministic and/or probabilistic sensitivity and uncertainty analyses, modeling (erosion, groundwater, surface water, dose assessment, contaminant release, contaminant transport), and preparation of long-term deterministic and/or probabilistic risk assessments and PAs. The Contractor shall ensure that cost and schedule estimates are developed for all tasks and are coordinated with the agencies prior to the commencement of work.

C.03.1.1 Perform a Near-Term Sensitivity Analysis

The Contractor will perform a sensitivity analysis of the deterministic PA that supported the January 2010 *Final Environmental Impact Statement for Decommissioning and/or Long-Term Stewardship at the West Valley Demonstration Project and Western New York Nuclear Service Center (DOE/EIS-0226)* (2010 FEIS). Documentation supporting the development of the deterministic PA will be provided to the contractor upon contract award. The objective of the sensitivity analysis will be to identify input parameters that cause significant uncertainty in the PA output and which may benefit from additional data collection (this data collection will be performed by another contractor) efforts to support reducing uncertainty. The Contractor will be expected to independently review and evaluate the various components of the 2010 deterministic PA and to identify and utilize all information necessary to complete this task. This portion of the work is to be completed within 6 months following Notice to Proceed (NTP) and authorization

by the agencies to proceed with work. The Contractor will develop an interim report and a final report to detail results of this work.

C.03.1.2 Transition to a Probabilistic Modeling Approach

Concurrent with performing near-term sensitivity analysis, the Contractor will begin work to transition from the deterministic PA modeling approach used in the 2010 FEIS to a probabilistic modeling approach. The Contractor will consider input from the sensitivity studies performed in C.03.1.1 and results of data collection activities at the WVDP and WNYNSC. Then, in consultation with the agencies, and considering input by other contractors (as requested by the agencies), the Contractor shall, as appropriate, transfer the existing component modules (groundwater flow, contaminant transport, contaminant release, human health impact, etc.) and associated input parameters from the 2010 FEIS deterministic PA into a probabilistic simulation computer code such as GoldSim™. The probabilistic modeling approach shall be sufficiently robust to support the development of a long-term probabilistic PA for use in the Phase 2 decision making process for the WVDP and the WNYNSC.

The Contractor shall compare both the deterministic and probabilistic results to assess model equivalency and calibration, and using the probabilistic modeling approach, perform sensitivity and uncertainty analyses to help identify changes, if necessary, in the model structure, input parameter distribution, and the need for additional data, or the need for different modeling approaches. These sensitivity analyses will also be used to evaluate the relative importance of the model components (representations of natural and engineered systems and physical processes) to help determine whether specific components deserve additional study. The agencies expect this to be an iterative process whereby the results from site scientific data collection activities at the site could be used to incrementally improve the probabilistic modeling framework, if necessary.

The Contractor will use the probabilistic platform to complete a thorough evaluation of the nature and magnitude of uncertainty in the analysis and determine the extent to which uncertainty may be reduced. The Contractor will provide recommendations to the agencies for near term direction of on-site data collection activities to reduce uncertainty or otherwise refine the analysis. The Contractor will incorporate new information from the studies within the probabilistic platform as appropriate. Through this process, the agencies will attempt to reach agreement on the technical basis of all modeling components. The result of this effort will be a working probabilistic model. Transition from a deterministic modeling approach to a probabilistic modeling approach is to be completed within 1 year following NTP and authorization by the agencies to proceed with work. The agencies expect the iterative process described above will continue through the PA work described below. The Contractor will be required to share all information during the probabilistic modeling development with the agencies, and other stakeholders as requested, to ensure transparency during this process.

The contractor shall deliver a working model developed in close collaboration with the agencies, which will be used to conduct a long-term PA to evaluate a range of future alternatives for the site in accordance with Section J-3. All components of the model will be fully documented, to

include theoretical framework and supporting algorithms. This model will be delivered to the agencies in a proper archival format for the agencies' records as required in Section C.03.3 Records Management.

C.03.1.3 Perform a long-term probabilistic performance assessment (PA)

Given the information and models developed through C.03.1.1 and C.03.1.2, and results of data collection activities at the WVDP and WNYNSC, the Contractor will work with the agencies to assist in the development of future alternatives for the site to be evaluated through a long-term probabilistic PA. The PA model shall be designed to enable the Contractor to evaluate different alternatives as described by the agencies (potential source term removals, engineered barrier designs, etc.), and compare results to the U.S. Nuclear Regulatory Commission's (NRC) License Termination Rule (10 CFR 20, Subpart E) criteria as prescribed in the NRC's West Valley Policy Statement (67 FR 5003) for all facilities at the WVDP and WNYNSC.

The probabilistic model developed in C.03.1.2 will be used to perform a probabilistic long-term PA that fully evaluates the alternatives and includes a thorough characterization and evaluation of the nature and magnitude of uncertainty in the analyses. The Contractor will also be expected to apply statistical decision analysis methods to assist with the evaluation and enhancement of Phase 2 closure and/or long-term monitoring and maintenance options for the facilities at the WVDP and WNYNSC.

The timeframe for completion of C.03.1.3 is to be determined. A task-specific deliverable for C.03.1.3 is a complete and fully documented probabilistic PA. The PA will include all proper supporting documents, files, etc. and will be formatted in an appropriate fashion such that the agencies can use the PA within a joint Supplemental Environmental Impact Statement (SEIS) to support Phase 2 Decisions. All analyses will be fully documented, including all references/data used by the model in hardcopy and electronically, such that results can be reproduced.

C.03.1.4 Prepare Supplemental Environmental Impact Statement Chapters and Appendices

The Contractor may be required to prepare chapters and/or appendices for inclusion in the Supplemental Environmental Impact Statement (SEIS) that describe the methodology, component models, and results of the long-term probabilistic PA that are developed in C.03.1.2 and C.03.1.3. The Contractor would be expected to complete this work with the SEIS contractor during the preparation of the SEIS.

C.03.2 General Deliverables

All deliverables identified in Section J, Attachment J-3 will be provided to the agencies in draft form for agency technical review.

C.03.3 Records Management

The Contractor shall develop and implement a Records Management Program to ensure all records (regardless of media; including, but not limited to electronic records, electronic information systems and email) generated/received in the performance of the Contract, are managed in accordance with 44 U.S.C. 21; 44 U.S.C. 29; 44 U.S.C. 31; 44 U.S.C. 33; 44 U.S.C. 36; 36 CFR Chapter XII, Subchapter B, “*Records Management*”; DOE O 243.1B, “*Records Management Program*”, and any other DOE requirements as directed by the CO. The contractor shall be responsible for records management in support of its operation and shall generate two (2) sets of records; one of which will be turned over to DOE and the other to NYSERDA at contract completion. All records subject to the management of the contractor are to be inventoried, scheduled and dispositioned in accordance with Federal laws, regulations, DOE Directives and an approved Records Management Plan. The Records Management Plan (see Section J, Attachment J-3, List of Deliverables) shall be submitted to the Government for approval within 60 days of the NTP, and updated thereafter when changes occur.

Except for those defined as Contractor-owned (in accordance with DEAR 970.5204-3, “*Access to and Ownership of Records*” see Section I), all records (see 44 U.S.C. 3301 for statutory definition of a record) acquired or generated by the Contractor (and subcontractors) in the performance of this Contract shall be the property of the Government.

The Contractor shall develop and implement recordkeeping requirements that reflect adequate and proper documentation of all Contractor (and subcontractor) records generated and received (regardless of media) by Federal regulations found in 36 CFR, Subchapter 12, *Records Management*.

The Contractor shall develop and maintain up-to-date inventories, file plan and systems that provide for the identification (DOE Records Disposition Schedule title and description), location, cutoff, arrangement, and disposition authority, for all Government-owned and Contractor-owned records created and received (See Section J, Attachment J-3_ List of Deliverables).

The Contractor shall maintain a National Environmental Policy Act (NEPA) Administrative Record in accordance with DOE and New York State Environmental Quality Act (SEQRA) requirements. The AR is a compilation of all documents that are considered or relied on when decisions are made. Records or materials that are typically part of the project record and that have been identified for inclusion in the AR shall be duplicated in their entirety for both the project or subject record and the AR.

The Contractor shall develop and implement a Records Disposition Plan, which shall include processing records to storage, turnover to DOE and NYSERDA at contract completion or the records destruction process (See Section J, Attachment J-3, List of Deliverables). The Contractor shall disposition all records in accordance with NARA-approved DOE Records Disposition Schedules and applicable federal laws and regulations. The plan shall include a destruction certificate that requires DOE Records Management Field Officer (RMFO) DOE Legal and NYSERDA approvals prior to the destruction (DOE can provide example) of any

records. This includes any contractor-owned records eligible for destruction prior to contract completion.

C.03.4 Communication and Outreach Support

The Contractor may be required to interact with organizations involved in scientific data collection activities at the WVDP and WNYNSC. The Contractor may be required to assist and support the agencies during meetings with the regulatory agencies and with the public (including the Citizen Task Force, Quarterly Public Meetings, environmental groups, and other interested parties) to discuss the progress and results of the work scope identified in this PWS.

The Contractor shall support the agencies in outreach and response to elected officials, stakeholders, regulators, and Tribal entities. Such support shall include, but shall not be limited to, preparation for briefings; public presentations; and search, review, and reproduction of documents and records.

C.03.4 Travel

Travel to the WVDP site in West Valley, New York will be necessary for Contractor personnel to conduct some elements of the scope of work for this contract. In addition, the Contractor will travel to West Valley to participate in meetings with the agencies, regulators, and members of the public, to discuss the project progress under this contract. All travel must be approved in advance by the DOE CO. Travel, lodging and per diem to the WVDP site is authorized in accordance with the Federal Travel Regulations. Contractor travel required during performance of this contract is subject to approval by the DOE Contracting Officer. The PA Contractor shall support the development of an annual travel budget and track expenses throughout the year.

C.03.5 Citizenship and Credential Requirements

Individuals assigned to this contract shall be United States citizens or United States legal permanent residents with the appropriate work authorization. Any non-citizen or non-legal permanent resident is prohibited from working under this contract without prior Department of Energy approval, including those individuals previously approved under any other federal contract. Individuals must provide proof of United States citizenship and/or legal work status.

Individuals working under this contract for a period of 6 months or greater, or as directed by the Department of Energy West Valley Demonstration Project, are required to comply with Homeland Security Presidential Directive 12: Policy for a Common Identification Standard for Federal Employees and Contractors (HSPD-12). Individuals must complete and submit the necessary documentation to be sponsored and enrolled in the USAccess System and successfully pass a background investigation to be issued a federal HSPD-12 credential.

C.03.6 Training

Individuals working under this contract that are anticipated to be on site [West Valley Demonstration Project (WVDP) and/or Ashford Office Complex (AOC)] for a total 2 weeks (80 hours) or more (in any combination) are required to complete General Employee Training (GET) which is computer based training that should take 3 hours to complete including a pre-test review offered by the site prime contractor.

C.03.7 Security and Emergency Response

While at the WVDP or AOC, individuals working under this contract shall comply with ALL established security and emergency response requirements and actions. Additionally, Contractor shall comply with DOE Order 471.3, Identifying and Protecting Official Use Only Information and DOE Manual 471.3-1, Manual for Identifying and Protecting Official Use Only Information.

C.03.8 Information Assurance

The Contractor shall submit its Corporate Cyber Security Plan for agency review and approval in accordance with Section J Attachment J-3, Deliverables.

SECTION D

PACKAGING AND MARKING

Table of Content

D.1 PACKAGING..... 2

D.2 MARKING 2

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING

Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practices and adequate to ensure acceptance by common carrier and provide safe transportation at the most economical rate.

D.2 MARKING

(a) Each package, report, or other deliverable required by the Performance Work Statement, or other parts of the contract shall be accompanied by a letter, cover page or other document which:

- (1) Identifies the contract by number under which the item is being delivered.
- (2) Identifies the deliverable Item Number per Section J and/or Report Requirement which requires the delivered item(s).
- (3) Indicates whether the Contractor considers the delivered item to be a partial delivery or one that fully meets the delivery requirement.

(b) Except as agreed to in writing by the Contracting Officer (CO), for any package, report, or other deliverable being delivered to a party other than the CO, a copy of the document required in (a), above, shall be simultaneously provided to both the DOE CO and NYSERDA CO administering the contract, as identified in Section G of the contract.

SECTION E

INSPECTION AND ACCEPTANCE

Table of Contents

E.1	FAR 52.246-6, INSPECTION – TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)	2
E.2	INSPECTION AND ACCEPTANCE	4

SECTION E - INSPECTION AND ACCEPTANCE

E.1 FAR 52.246-6, INSPECTION – TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

(a) Definitions. As used in this clause— “Contractor’s managerial personnel” means any of the Contractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

- (1) All or substantially all of the Contractor’s business;
- (2) All or substantially all of the Contractor’s operation at any one plant or separate location where the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.

“Materials” includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last

delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

- (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
- (ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) of this clause, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

- (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor’s managerial personnel; or
- (2) The conduct of one or more of the Contractor’s employees selected or retained by the Contractor after any of the Contractor’s managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor’s obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to

Government property.

E.2 INSPECTION AND ACCEPTANCE

- (a). Inspection of all work and effort under this contract shall be accomplished by the DOE Contracting Officer (CO), DOE Contracting Officer's Representative (COR) or his/her duly authorized Government representative.
- (b). Acceptance of all work and effort under this contract shall be accomplished by the DOE CO or his/her duly authorized representative.
- (c). Final inspection and acceptance of the work under this contract shall be accomplished by the DOE CO upon completion of all contract requirements.

SECTION F
DELIVERIES OR PERFORMANCE

Table of Contents

F.1 FAR 52.242-15, STOP-WORK ORDER (AUG 1989) 2

F.2 PERIOD OF PERFORMANCE..... 3

F.3 PLACE OF PERFORMANCE..... 3

F.4 DELIVERABLES 3

SECTION F - DELIVERIES OR PERFORMANCE

F.1 FAR 52.242-15, STOP-WORK ORDER (AUG 1989)

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

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

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

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

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

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

F.2 PERIOD OF PERFORMANCE

The base period of this contract will be three (3) years from Notice to Proceed (NTP). All work under this contract, including submission of all required reports, shall be completed within 30 days after the end date of the period of performance. The government may exercise the option period and extend this contract unilaterally in accordance with FAR 52.217-9, "Option to Extend the Term of the Contract."

F.3 PLACE OF PERFORMANCE

The performance may take place in several locations during the Period of Performance of the contract. The Contractor shall perform work in its own facilities the majority of the time, however, the Contractor may be required to be in either the WVDP site or the Ashford Office Complex located in:

WVDP Site:

U.S. Department of Energy
West Valley Demonstration Project
10282 Rock Springs Rd.
West Valley, NY 14171-9799

Ashford Office Complex:

U.S. Department of Energy
West Valley Demonstration Project
9030 Route 219
West Valley, NY 14171-9799

F.4 DELIVERABLES

All products, reports, and deliverables (Section J, Attachment J-3) under this contract shall be delivered to the Contracting Officers for both DOE and NYSERDA shown in Section G or to the duly authorized representatives of the Contracting Officers, as designated in writing by the DOE Contracting Officer.

SECTION G

CONTRACT ADMINISTRATION DATA

Table of Contents

G.1	CORRESPONDENCE PROCEDURES	2
G.2	BILLING INSTRUCTIONS	3
G.3	CONTRACTOR’S POINT OF CONTACT	5
G.4	CONTRACT ADMINISTRATION.....	5
G.5	DEFECTIVE OR IMPROPER INVOICES	5
G.6	CONTRACTING OFFICER AUTHORITY	6
G.7	NONSUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES.....	6
G.8	OBSERVANCE OF LEGAL HOLIDAYS	7

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, correspondence submitted for this contract shall include the contract number and shall be subject to the following procedures:

- (a) **Technical Correspondence.** Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the DOE Contracting Officer's Representative (COR) with information copies sent to the NYSERDA COR as described in paragraph (d) of this section and an information copy of the correspondence to the DOE CO and the NYSERDA CO as described in paragraph (c) of this section.

- (b) **Other Correspondence.**

All correspondence, other than technical correspondence, shall be addressed to the DOE CO with information copies of the correspondence to the DOE COR and the NYSERDA CO and COR.

- (c) **DOE Contracting Officer Address.**

United States Department of Energy
Environmental Management Consolidated Business Center (EMCBC)
Attention: Jodi Gordon
250 East 5th Street, Suite 500
Cincinnati, OH 45202
Email at: jodi.gordon@emcbc.doe.gov

NYSERDA Contracting Officer Address:

Greg Frank
New York State Energy Research and Development Authority
17 Columbia Circle
Albany, NY 12203-6399

- (d) **DOE Contracting Officer's Representative Address.**

United States Department of Energy
West Valley Demonstration Project (WVDP)
Attn: Craig Rieman

10282 Rock Springs Rd., AC-DOE
West Valley, NY 14171
Email at: craig.rieman@wv.doe.gov

The Contractor shall use the DOE COR as the point of contact on technical matters, subject to the restrictions of the clause in Section I, entitled "DEAR 952.242-70 Technical Direction (DEC 2000)". The DOE COR is responsible for all technical matters under the contract and will communicate any and all technical direction to the contractor. The DOE COR will consult with NYSERDA on any and all proposed technical direction to be provided to the contractor.

NYSERDA Contracting Officer's Representative Address:

New York State Energy Research and Development Authority
Attn: Lee Gordon
9030-B Route 219
West Valley, NY 14171
Email at: lee.gordon@nyserda.ny.gov

- (e) Subject Line(s). All correspondence shall contain a subject line commencing with the contract number as illustrated below:

"SUBJECT: Contract No. [*Insert subject topic after contract number – (e.g. "Notification of Address Change")*].

G.2 BILLING INSTRUCTIONS

- (a) The Contractor should submit invoices using the Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). The VIPERS system allows vendors to submit invoices, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Submitting electronically provides benefits to vendors by:
- Reducing the cost of paper and postage
 - Allowing supporting documentation to be attached and routed with the voucher to program and approving officials
 - Immediately interfacing invoices to DOE's accounting system saving several days of mail and manual processing time

- Decreasing potential errors caused by manual input
 - Facilitating the prompt payment of invoices
- (b) To obtain access to and to use VIPERS, please visit the web page at <https://vipers.oro.doe.gov>. Detailed instructions on how to enroll and use the system are provided on the web page. Please do not send a paper copy of a voucher that has been submitted electronically. The invoice must include a statement of cost and supporting documentation for services rendered. This statement should include, as a minimum, a breakout by cost or price element and of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract.
- (c) The Contractor may submit invoices not more than once every two weeks in accordance with FAR 52.232-7 “Payments under Time-and-Materials and Labor-Hour Contracts” (AUG 2012).
- (d) The Contractor shall submit a Monthly Invoice Package in accordance with the Section J-3, Deliverables that shall contain the hours and labor categories billed for each separate Work Plan as well as provide the prior month’s performance for each Work Plan and an update of the performance to date. The report shall include a narrative description of scope accomplished, progress on corporate and specific performance metrics, and deliverables, as well as an update of the project schedule.
- (e) The invoice (Standard Form 1034) must include a statement of cost and supporting documentation for services rendered.

(1) Statement of Cost.

The following instructions are provided for use by the Contractor in the preparation and submission of the Statement of Cost:

- i. Statement of Cost must be completed in accordance with the Contractor's cost accounting system.
- ii. Statement of Cost shall include, as a minimum, a breakout by functional area of the PWS for all services actually provided by the Contractor and authorized for payment under the payment provisions of the contract for the current billing period. The Direct Productive Labor Hour (DPLHs) incurred during the current billing period shall be broken down into hours worked, names of employees who incurred the cost, and specific tasks associated with the

billing. A cumulative summary for DPLHs expended and the associated billing amounts charged shall also be provided. Any charges for materials and travel shall also be provided with a cumulative to-date summary.

- iii. The statement of cost must include a certification statement signed by a responsible official of the Contractor.

Supporting documentation shall be submitted for materials and travel claimed for reimbursement on the Statement of Cost. The level of detail provided must clearly indicate where the funds were expended. Supporting data for travel costs must include a copy of the Contracting Officer's prior approval and all relevant receipts.

All claimed subcontractor costs must be supported by submitting the same detail as outlined herein.

G.3 CONTRACTOR'S POINT OF CONTACT

The Contractor shall identify to the Contracting Officers the official who has the authority to sign this Contract and who is also responsible for managing, administering, negotiating, and executing changes or modifications to the terms and conditions of this Contract.

Name, title, phone number, office name, and complete mailing address of this official is:

Kevin Hull, Contracts Manager
Neptune and Company, Inc.
1435 Garrison St., Suite 110
Lakewood, CO 80215
Phone Number: (781)925-4490
Email: khull@neptuneinc.org

G.4 CONTRACT ADMINISTRATION

The DOE contracting officer is responsible for all contract administration functions under the contract and will communicate any and all contractual direction to the contractor. The DOE Contracting Officer will consult with NYSERDA on any and all proposed contractual direction to be provided to the contractor. The NYSERDA Contracting Officer will provide written concurrence to the DOE contracting officer on all contractual changes. If NYSERDA disagrees or has questions about any proposed contract action by the DOE Contracting Officer, it will notify the DOE Contracting Officer, in writing within 10 business days of receipt of the proposed contract action and indicate the scope of the questions or disagreement.

G.5 DEFECTIVE OR IMPROPER INVOICES

Invoices not conforming to (a)(3) of contract clause FAR 52.232-25, Prompt Payment, shall be deemed improper and thus defective. The Contractor shall provide the Name, title, phone number, office name, and complete mailing address of officials of the business concern who are to be notified when the Government receives a defective or improper invoice.

Kevin Hull, Contracts Manager
Neptune and Company, Inc.
1435 Garrison St., Suite 110
Lakewood, CO 80215
Phone Number: (781)925-4490
Email: khull@neptuneinc.org

G.6 CONTRACTING OFFICER AUTHORITY

The DOE Contracting Officer responsible for administration of Contract is identified in Section G.4, CONTRACT ADMINISTRATION. This individual shall be primarily responsible for all contractual actions required to be taken by DOE and NYSERDA under the terms of this contract.

Notwithstanding the above, in the event the above named individual is absent for an extended period or an urgent action is required, any other duly appointed Contracting Officer assigned to DOE's Environmental Management Consolidated Business Center (EMCBC), Contract Management Branch shall be authorized to take the required contractual action(s) within the limits of his/her authority.

In no event shall any understanding or agreement between the Contractor and any Government employee other than the CO on any contract modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the appointed CO. The Contractor is hereby put on notice to make inquiry of the CO if, at any time, they are directed to perform work that they suspect may be outside of the scope of the contract. Payments will not be made without being authorized by the appointed CO with the legal authority to bind the Government.

G.7 NONSUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES

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

G.8 OBSERVANCE OF LEGAL HOLIDAYS

- (a) The Government hereby provides "notice" and the Contractor hereby acknowledges "receipt" that all Government site personnel assigned to this contract must observe the holidays set forth below:

Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
New Year's Day

- (b) Generally, Federal holidays that fall on Saturday are observed on the previous Friday, holidays that fall on Sunday are observed on the following Monday. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.
- (c) In addition to the holidays listed above, DOE personnel may observe holidays designated by Federal Statute, Executive Order, or Presidential Proclamation as a one-time day off for federal workers, such as inauguration day. And occasionally, an individual Government office will close or have an early release of staff on a scheduled day of work. The Contractor shall not be required to perform services during such closures unless the Contracting Officer designates services are essential. In the event of an unplanned Government facility closure, the Government will notify the Contractor as soon as possible after notification of the facility closure. Such observances, releases, and closures, shall not be a basis for an additional period of performance or entitlement of compensation except as set forth within the contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

Table of Contents

H.1	DOE-H-1051 CONSECUTIVE NUMBERING (MAY 2009)-----	2
H.2	INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR-----	2
H.3	MODIFICATION AUTHORITY -----	2
H.4	KEY PERSONNEL (JULY 2011) -----	2
H.5	CONTRACTOR’S QUALITY ASSURANCE PROGRAM-----	3
H.6	WORK PLAN PROCEDURES -----	3
H.7	CONTRACTOR IDENTIFICATION WHILE ON A DOE INSTALLATION -----	4
H.8	CONTRACTOR PARTICIPATION BY FOREIGN NATIONALS-----	4
H.9	CONFIDENTIALITY OF INFORMATION -----	5
H.10	CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES -----	6
H.11	CONTRACTOR EMPLOYEE TRAINING -----	6
H.12	ACCESS TO DOE-OWNED OR LEASED FACILITIES-----	6
H.13	SUBCONTRACTS -----	8
H.14	CONSERVATION OF UTILITIES -----	8
H.15	LOBBYING RESTRICTIONS (ENERGY AND WATER DEVELOPMENT AND RELATED AGENCIES APPROPRIATIONS ACT, 2014) -----	8
H.16	NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS -----	9
H.17	COMPLIANCE WITH INTERNET PROTOCOL, VERSION 6 (IPV6), IN ACQUIRING INFORMATION TECHNOLOGY -----	9
H.18	REPORT AND APPROVAL REQUIREMENTS FOR CONFERENCE RELATED ACTIVITIES-----	9
H.19	ORGANIZATIONAL CONFLICT OF INTEREST RESTRICTIONS-----	10
H.20	EMPLOYEE CONCERNS PROGRAM-----	10
H.21	ALTERNATE DISPUTE RESOLUTION (ADR)-----	10
H.22	RELEASE OF INFORMATION-----	11
H.23	POSITION QUALIFICATIONS-----	11

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DOE-H-1051 CONSECUTIVE NUMBERING (MAY 2009)

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

H.2 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR

The representations, certifications, and other statements of Offeror, completed by the Contractor, Dated April 30, 2015, are hereby incorporated by reference and made a part of this contract.

H.3 MODIFICATION AUTHORITY

Notwithstanding any of the other clauses of this contract, the DOE Contracting Officer is the only individual authorized to:

- (a) Accept nonconforming work,
- (b) Waive any requirement of this contract, or
- (c) Modify any term or condition of this contract.

H.4 KEY PERSONNEL (JULY 2011)

- (a) For the purposes of this Clause, Changes to Key Personnel is defined as: (i) any change to the position assignment of a current Key Person under the contract, except for a person who acts for short periods of time, in the place of a Key Person during his or her absence, the total time of which shall not exceed 30 working days during any given year; (ii) utilizing the services of a new substitute Key Person for assignment to the contract; or (iii) assigning a current Key Person for work outside the contract.
- (b) Prior to removing, replacing, or diverting any of the Key Personnel, the Contractor shall notify the CO reasonably in advance (not less than thirty (30) days) and submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (c) Whenever, for any reason, one or more of the Key Personnel is unavailable for assignment for work under this contract, the contractor shall, with the approval of the CO, replace such employee with an employee of substantially equal abilities and qualifications with meritorious consideration of increasing opportunity to fully use the talents and capabilities of a diverse workforce.

(d) The Key Personnel for this contract are identified below.

NAME	TITLE
Paul Black	Project Manager
John Tauxe	Principal Probabilistic Modeler

(e) This clause may be modified from time to time during the course of the contract to either add or delete personnel, as appropriate.

H.5 CONTRACTOR'S QUALITY ASSURANCE PROGRAM

The Contractor shall submit to DOE a Quality Assurance Program consistent with DOE Order 414.1D, Quality Assurance, for providing objective, quantifiable means for gathering and assessing data regarding on-going performance within 90 days of issuance of Notice to Proceed. The Contractor shall regard its QAP as approved by DOE 90 calendar days after receipt by DOE unless it is approved or rejected by DOE at an earlier date. The Contractor shall review its QAP annually and submit a summary of the review, including any changes, to DOE for approval.

H.6 WORK PLAN PROCEDURES

- (a) Only the CO may issue work plans to the contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule.
- (b) Prior to issuing a work plan, the COR will issue a request for a work plan from the Contractor which will contain a functional description of the work identifying the objectives or results desired from the contemplated work plan, including any specific work products.
- (c) Within 10 calendar days after receipt of the COR's request, the Contractor shall submit a work plan conforming to the request which includes the technical description of the work, proposed schedule, labor categories, Direct Productive Labor Hours (DPLH), and other direct costs (if applicable).

- (d) After review and any necessary discussions, the COR will forward the request to the CO for incorporation into the work plan.
- (e) The Contractor shall submit monthly work plan progress reports. As a minimum, the reports shall contain the following information:
 - 1. Work Plan number.
 - 2. Total work plan prices.
 - 3. Cost and hours incurred to date for each work plan.
 - 4. Costs and hours estimated to complete each work plan.
 - 5. Significant issues/problems associated with each work plan.
 - 6. Status of the schedule for each work plan.
 - 7. Cost summary of the status of all work plans issued under the contract.
- (f) Should any revision become necessary to the labor categories and hours in the contract, the Contractor shall promptly submit to the CO and COR a revised work plan with explanatory notes. Revised work plans submitted by the Contractor are subject to the review of the CO.

H.7 CONTRACTOR IDENTIFICATION WHILE ON A DOE INSTALLATION

All contractor personnel will be required to obtain an access badge through the security office. This badge must be worn on outside clothing at all times while working at any DOE site. Any separated Contract personnel shall return badges to the cognizant DOE Security Office. The COR or Contracting Officer shall be informed by letter when employees no longer need access for whatever reason, or when a badge expires.

All Contractor personnel working within Government facilities on a continuous basis, part-time or full-time, must be recognizable as contractors while in government facilities. This may be accomplished by wearing of appropriate identification badges (to be issued by WVDP) as applicable by site location. Additionally, contractor personnel whose duties include answering telephones at Government work sites shall identify themselves as contractor employees.

H.8 CONTRACTOR PARTICIPATION BY FOREIGN NATIONALS

- (a) The Contractor shall notify the Contracting Officer, in writing, prior to the employment of or participation by any foreign national in the performance of work under the Contract.
- (b) The Contractor shall notify the Contracting Officer, in writing, prior to any visit to sites covered by this Contract by any foreign national in connection with the work being performed under this Contract. This notification shall be made at least 75 days prior to the planned visit.

H.9 CONFIDENTIALITY OF INFORMATION

(a) To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to DOE or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:

- (1) Information which, at the time of receipt by the Contractor, is in the public domain;
- (2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
- (3) Information which the Contractor can demonstrate was in his possession at the time of receipt thereof and was not acquired directly or indirectly from DOE or other companies;
- (4) Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.

(b) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he/she will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.

(c) The Contractor agrees, if requested by DOE, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. From time to time upon request of the Contracting Officer, the Contractor shall supply DOE with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.

(d) The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.

(e) This clause shall flow down to all subcontracts.

(f) All of the Contractor's personnel who are assigned to work on this contract shall

complete and provide to the CO a Notice of Nondisclosure Form.

H.10 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES

DOE may award contracts for on-site work or services to additional contractors. The Contractor shall cooperate fully with all other on site DOE contractors, and with Government employees, and carefully fit its own work to such other work as may be directed by the CO or a duly authorized representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by a Government employee.

H.11 CONTRACTOR EMPLOYEE TRAINING

- (a) Contractor's Responsibility: The Contractor shall provide fully qualified and trained personnel from its own resources to support this contract. The Contractor is responsible for ensuring that employees remain cognizant and knowledgeable of emerging and proven technologies applicable to the work to be performed under the contract.
- (b) Mandatory Training: The Contractor shall ensure that all employees attend DOE-provided security and/or safety training, as directed by the DOE COR or site Safety Officer or representative. The Contractor shall ensure that every employee is instructed to safely and competently perform the work.

H.12 ACCESS TO DOE-OWNED OR LEASED FACILITIES

- (a) The performance of this contract requires that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive a security badge that allows such physical access. The Contractor further understands that it must propose employees whose background offers the best prospect of obtaining a security badge approval for access. The contract shall consider the following potential disqualifiers which are not all inclusive and may vary depending on access requirements:
 - (1) is, or is suspected of being, a terrorist;
 - (2) is the subject of an outstanding warrant;
 - (3) has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;
 - (4) has presented false or forged identity source documents;

- (5) has been barred from Federal employment;
 - (6) is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or
 - (7) is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.
- (b) The Contractor shall assure:
- (1) In initiating the process for gaining physical access, (i) compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE, (ii) that the employee properly completes any forms, and (iii) that the employee(s) submits the forms to the person designated by the DCO.
 - (2) In completing the process for gaining physical access, that its employee (i) cooperates with DOE officials responsible for granting access to DOE -owned or leased facilities and (ii) provides additional information, requested by those DOE officials.
- (c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. To obtain a security badge employees must be US Citizens. Upon notice from DOE that an employee's application for a security badge is or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph (b)(1) of this clause for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Contract or any contractor claim against DOE.
- (d) The Contractor shall return to the CO or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE -owned or leased facilities by the Contractor's employee(s), upon (1) the termination of this Contract; (2) the expiration of this Contract; (3) the termination of employment on this Contract by an individual employee; or (4) demand by DOE for return of the badge.
- (e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE -owned or leased facilities.

H.13 SUBCONTRACTS

- (a) Prior to the placement of subcontracts and in accordance with the clause entitled FAR 52.244-6, "Subcontracts for Commercial Items (OCT 2014) ," the Contractor shall ensure that:
1. They contain all of the clauses of this contract (altered when necessary for proper identification of the contracting parties) which contain a requirement for such inclusion in applicable subcontracts. Particular attention should be directed to the potential flow-down applicability of the clause entitled "Utilization of Small Business Concerns " contained in Part II, Section I of the contract;
 2. Any applicable subcontractor Certified Cost or Pricing Data (see FAR 15.404-3(b)(3) and subcontractor Representations and Certifications are provided; and
 3. Any required prior notice and description of the subcontract is given to the Contracting Officer and any required consent is received. Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions, determination of the allowability of any cost revision of this contract or any of the respective obligations of the parties there under, or creation of any subcontractor privity of contract with the Government.
- (b) Prior to the award of any subcontracts for advisory and assistance services, the Contractor shall obtain from the proposed subcontractor or consultant the disclosure required by 48 CFR (DEAR) 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest, in accordance with the clause contained in Section I of this contract. The subcontractor shall perform no work until the Contractor has cleared the subcontractor for Organizational Conflicts of Interest (OCI).

H.14 CONSERVATION OF UTILITIES

The Contractor shall instruct its employees in utilities conservation practices. The Contractor shall operate under conditions that preclude the waste of utilities.

The Contractor shall use lights only in areas where and at the time when work is actually being performed except in those areas where lighting is essential for purpose of safety and security.

H.15 LOBBYING RESTRICTIONS (ENERGY AND WATER DEVELOPMENT AND RELATED AGENCIES APPROPRIATIONS ACT, 2014)

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

H.16 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

H.17 COMPLIANCE WITH INTERNET PROTOCOL, VERSION 6 (IPv6), IN ACQUIRING INFORMATION TECHNOLOGY

This contract may involve the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology. The Contractor agrees that (1) all deliverables that involve IT that uses IP (products, services, software, etc.) comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products; and (2) it has IPv6 technical support for fielded product management, development and implementation available. If the Contractor plans to offer a deliverable that involves IT that is not initially compliant, the Contractor shall (1) obtain the Contracting Officer's approval before starting work on the deliverable; and (2) have IPv6 technical support for fielded product management, development and implementation available.

Should the Contractor find that the Performance Work Statement of this contract do not conform to IPv6 standards, it must notify the Contracting Officer of such non-conformance and act in accordance with the instructions of the Contracting Officer.

H.18 REPORT AND APPROVAL REQUIREMENTS FOR CONFERENCE RELATED ACTIVITIES

The contractor is required to report and obtain approval from the Contracting Officer before incurring any costs associated with conference related activities. Conference expenses are defined as follows:

Conference expenses are defined as all direct and indirect conference costs paid by the Government, whether paid directly by agencies or reimbursed by agencies to contractors, travelers or others associated with the conference, but do not include funds paid under

Federal grants or grantees. Conference expenses include any associated authorized travel and per diem expenses, rental or rooms for official business, audiovisual use, light refreshments, registration fees, ground transportation, and other expenses as defined by the Federal Travel Regulations (FTR). All outlays for conference preparation and planning should be included, but employee time for conference preparation should not be included. The FTR provides some examples of direct and indirect conference costs included within conference expenses. See 41 CFR 301-74.2. Conference expenses should be net of any fees or revenue received by the agency or contractor through the conference.

H.19 ORGANIZATIONAL CONFLICT OF INTEREST RESTRICTIONS

In performing or by performing this Contract, it is possible a potential or actual organizational conflict of interest may occur. Consequently, in accordance with FAR 9.502, restrictions may be placed on future activities of the successful Offeror, its employees and its subcontractors' employees. The requirements at DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009) apply to this Contract.

H.20 EMPLOYEE CONCERNS PROGRAM

In support of the effective implementation of DOE O 442.1.A - Department of Energy (DOE) Employee Concerns Program (ECP), contractors are required to assist DOE in the resolution of employee concerns in a manner that protects the health and safety of both employees and the public and ensures effective and efficient operation of DOE-related activities under their jurisdiction; ensure that contractor and subcontractor employees are advised that they have the right and responsibility to report concerns relating to the environment, safety, health, or management of DOE-related activities; and cooperate with assessments used to verify that they have acted to minimize, correct, or prevent recurrence of the situation that precipitated a valid concern.

H.21 ALTERNATE DISPUTE RESOLUTION (ADR)

(a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of significant disputes are essential to the successful and timely achievement of critical milestones and completion of all Contract requirements. Accordingly, the parties agree that in the event of a dispute to jointly select a 'standing neutral.' The standing neutral will be available to help resolve disputes as they arise. Such standing neutral can be an individual, a board comprised of three independent experts, or a company with specific expertise in the Contract area. If a standing neutral cannot be agreed upon, the DOE Office of Dispute Resolution will make a selection. Specific joint ADR processes shall be developed.

(b) The parties agree the following provision may be invoked for significant disputes upon mutual agreement of the DOE and the Contractor:

(1) DOE and the Contractor shall use their best efforts to informally resolve any dispute, claim, question, or disagreement by consulting and negotiating with each other in good faith, recognizing their mutual interests, and attempting to reach a just and equitable solution satisfactory to both parties. If any agreement cannot be reached through informal negotiations within 30 days after the start of negotiations, then such disagreement shall be referred to the standing neutral, pursuant to the jointly-developed ADR procedures.

(2) The standing neutral will not render a decision, but will assist the parties in reaching a mutually satisfactory agreement. In the event the parties are unable after 30 days to reach such an agreement, either party may request, and the standing neutral will render, a non-binding advisory opinion. Such opinion shall not be admissible in evidence in any subsequent proceedings.

(c) If one party to this Contract requests the use of the process set forth in Paragraphs b(1) and b(2) of this clause and the other party disagrees, the party disagreeing must express its position in writing to the other party. On any such occasion, if the party requesting the above process wishes to file a claim they may proceed in accordance with Section I, FAR 52.233-1 Disputes or FAR 52.233-1 Disputes.

H.22 RELEASE OF INFORMATION

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this contract shall be submitted at least ten (10) days prior to the planned issue date for approval. Proposed releases are to be submitted to Public Affairs Office, Department of Energy, Environmental Management Consolidated Business Center, 250 East 5th Street, Suite 500, Cincinnati, OH 45202, with a copy provided to the Contracting Officer.

H.23 POSITION QUALIFICATIONS

Contractor direct labor personnel assigned to the performance of this contract shall satisfy as a minimum the applicable labor category descriptions set forth in Section J, Attachment J-2 of this contract, except as the Contracting Officer may authorize otherwise.

SECTION I
CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

FAR Reference	CLAUSES	Fill-In
I.1 52.252-2	CLAUSES INCORPORATED BY REFERENCE (FEB 1998) This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address: https://www.acquisition.gov/far/ and http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation	
I.2 52.202-1	DEFINITIONS (NOV 2013)	
I.3 52.203-3	GRATUITIES (APR 1984)	
I.4 52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)	
I.5 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)	
I.6 52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)	
I.7 52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)	
I.8 52.203-10	PRICE OR FEE	

		ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)	
I.9	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)	
I.10	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)	
I.11	52.203-14	DISPLAY OF HOTLINE POSTER(S) (DEC 2007)	(b)(3) DOE IG Hotline Poster: http://energy.gov/sites/prod/files/igprod/documents/Hotline_poster.pdf
I.12	52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)	
I.13	52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)	
I.14	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)	
I.15	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)	
I.16	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)	
I.17	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)	

I.18	52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS (JAN 2014)	
I.19	52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)	
I.20	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)	
I.21	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)	
I.22	52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEC 2014)	
I.23	52.210-1	MARKET RESEARCH (APR 2011)	
I.24	52.215-2	AUDIT AND RECORDS – NEGOTIATION (OCT 2010)	
I.25	52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)	
I.26	52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (AUG 2011)	
I.27	52.215-13	SUBCONTRACTOR CERTIFIED COST OR	

		PRICING DATA-- MODIFICATIONS (OCT 2010)	
I.28	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)	
I.29	52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT2010)	
I.30	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)	
I.31	52.215-23	LIMITATIONS ON PASS- THROUGH CHARGES (OCT 2009)	
I.32	52.216-7	ALLOWABLE COST AND PAYMENT (JUNE 2013)	(a)(3) 30 th (invoices)
I.33	52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)	Within 30 days of the contract expiration date.
I.34			
I.35	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET- ASIDE (NOV 2011)	
I.36	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)	
I.37	52.219-14	LIMITATIONS ON SUBCONTRACTING (NOV 2011)	
I.38	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION(JUL 2013)	(g) The Contractor represents that it [] is, [] is not a small business concern under NAICS Code _____ assigned to contract number _____. <i>[Contractor to sign and date and insert authorized signer's name and title].</i>
I.39	52.222-3	CONVICT LABOR (JUN 2003)	
I.40	52.222-21	PROHIBITION OF	

		SEGREGATED FACILITIES (FEB 1999)	
I.41	52.222-26	EQUAL OPPORTUNITY (MAR 2007)	
I.42	52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUL 2014)	
I.43	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)	
I.44	52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUL 2014)	
I.45	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)	
I.46	52.222-50	COMBATING TRAFFICKING PERSONS (FEB 2009)	
I.47	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)	
I.48	52.223-6	DRUG-FREE WORKPLACE (MAY 2001)	
I.49	52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)	
I.50	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)	
I.51	52.225-1	BUY AMERICAN – SUPPLIES (MAY 2014)	
I.52	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)	
I.53	52.227-1	AUTHORIZATION AND CONSENT (DEC 2007)	
I.54	52.227-2	NOTICE AND	

		ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)	
I.55	52.227-14	Rights in Data -- General (May 2014)	
I.56	52.227-23	Rights to Proposal Data (Technical) (Jun 1987)	[Contractor fill-in] ["data contained on pages"] ["proposal dated"]
I.57	52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts (Aug 2012)	(h)(2) 30
I.58	52.232-9	Limitation on Withholding of Payments (Apr 1984)	
I.59	52.232-17	INTEREST (MAY 2014)	
I.60	52.232-22	LIMITATION OF FUNDS (APR 1984)	
I.61	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014)	
I.62	52.232-25	Prompt Payment (Jul 2013)	
I.63	52.232-33	Payment by Electronic Funds Transfer-- System for Award Management (Jul. 2013)	
I.64	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)	
I.65	52.233-1	Disputes (May 2014)	
I.66	52.233-3.	PROTEST AFTER AWARD (AUG 1996)	
I.67	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)	
I.68	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)	
I.69	52.237-3	CONTINUITY OF SERVICES (JAN 1991)	
I.70	52.239-1	Privacy or Security Safeguards (Aug. 1996)	
I.71	52.242-3	Penalties for Unallowable	

		Costs (May 2014)	
I.72	52.242-4	Certification of Final Indirect Costs (Jan 1997)	
I.73	52.243-3	CHANGES – TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)	
I.74	52.244-2	Subcontracts (Oct 2010)	None
I.75	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2014)	
I.76	52.245-1	Government Property (Apr 2012)	
I.77	52.245-9	USE AND CHARGES (APR 2012)	
I.78	52.246-25	LIMITATION OF LIABILITY – SERVICES (FEB 1997)	
I.79	52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) ALTERNATE IV (SEP 1996)	
I.80	52.249-14	EXCUSABLE DELAYS (APR 1984)	
I.81	52.251-1	GOVERNMENT SUPPLY SOURCE (APR 2012)	
I.82	52.253-1	COMPUTER GENERATED FORMS (JAN 1991)	
DEAR CLAUSES			
I.83	952.202-1	DEFINITIONS (FEB 2011)	
I.84	952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)	
I.85	952.204-75	PUBLIC AFFAIRS (DEC 2000)	
I.86	952.204-77	Computer Security (AUG 2006)	
I.87	952.208-70	PRINTING (APR 1984)	
I.88	952.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009)	(b)(1)(i) zero (0)
I.89	952.242-70	TECHNICAL DIRECTION (DEC 2000)	
I.90	952.251-70	CONTRACTOR EMPLOYEE TRAVEL	

		DISCOUNTS (AUG 2009)	
I.91	970-5204-2	LAWS, REGULATIONS and DOE DIRECTIVES	
I.92	970-5204-3	ACCESS TO AND OWNERSHIP OF RECORDS	

I.93 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

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

SECTION J – LIST OF ATTACHMENTS

Table of Contents

**ATTACHMENT J-1: APPLICABLE DOE ORDERS, DIRECTIVES, AND
REGULATIONS 2**

ATTACHMENT J- 2: MINIMUM EXPERIENCE AND QUALIFICATIONS 3

ATTACHMENT J-3: DELIVERABLES 7

SECTION J

ATTACHMENT J-1: APPLICABLE DOE ORDERS, DIRECTIVES, AND REGULATIONS

LIST OF APPLICABLE DOE DIRECTIVES - LIST B

The Contractor Requirements Documents of the DOE Directives listed below are applicable. DOE directives may be found at <http://www.directives.doe.gov/>.

DOE Directive (Orders, Policies, Manuals, Guidance, and Standards)	Title/Subject Matter
DOE O 241.1B	Scientific and Technical Information Management
DOE O 243.1B Admin Chg 1	Records Management Program
DOE O 414.1D Admin Chg 1	Quality Assurance
DOE O 442.1.A	<p>Department of Energy Employee Concerns Program</p> <p><i>Clarification for DOE O 442.1.A</i> In support of the effective implementation of DOE O 442.1.A - Department of Energy (DOE) Employee Concerns Program (ECP), contractors are required to—</p> <ul style="list-style-type: none"> • assist DOE in the resolution of employee concerns in a manner that protects the health and safety of both employees and the public and ensures effective and efficient operation of DOE-related activities under their jurisdiction; • ensure that contractor and subcontractor employees are advised that they have the right and responsibility to report concerns relating to the environment, safety, health, or management of DOE-related activities; and • cooperate with assessments used to verify that they have acted to minimize, correct, or prevent recurrence of the situation that precipitated a valid concern.
DOE O 471.3 Admin Chg 1	Identifying and Protecting Official Use Only Information
DOE M 471.3-1 Admin Chg 1	Manual for Identifying and Protecting Official Use Only Information

SECTION J

ATTACHMENT J- 2: MINIMUM EXPERIENCE AND QUALIFICATIONS

PRINCIPAL PROJECT MANAGER (KEY PERSONNEL):

The Principal Project Manager shall have a minimum of a Master of Science degree or related technical degree; a Doctor of Philosophy (PhD) in mathematics, engineering, or physical sciences is highly preferred. The individual must have demonstrated experience managing activities germane to long-term probabilistic PA's, sensitivity and uncertainty analyses, and applying statistical decision analysis methods to evaluate and enhance disposal, closure, and/or long-term monitoring and maintenance options at other DOE, NRC-licensed, and/or EPA regulated facilities. The position of Principal Project Manager may include other non-Key Personnel collateral duties as proposed by the Contractor.

PRINCIPAL PROBABILISTIC MODELER (KEY PERSONNEL):

The Principal Probabilistic Modeler shall have a minimum of a Master of Science degree or related technical degree; a Doctor of Philosophy (PhD) in mathematics, engineering, or physical sciences is highly preferred. The individual must have demonstrated experience developing or applying probabilistic models, transitioning deterministic models to a probabilistic modeling approach, performing long-term probabilistic PA's, sensitivity and uncertainty analyses of probabilistic PA's, and applying statistical decision analysis methods to evaluate and enhance disposal, closure, and/or long-term monitoring and maintenance options at other DOE, NRC-licensed, and/or EPA regulated facilities. A demonstrated record of peer reviewed publications in professional journals describing the results of probabilistic PAs is highly preferred.

ADMINISTRATIVE ASSISTANT I

The Administrative Assistant I shall have a minimum of 10 or more years of general business experience, excellent communication skills including Microsoft Office proficiency. He or she must be able to prepare, proofread and format complex reports, presentations, and contract/task order documents using standard software, provide document management and control services for project level systems, complete documents, including reproduction, collation and delivery and be able to effectively handle a variety of competing job tasks and use good judgment in handling information.

ADMINISTRATIVE ASSISTANT II

The Administrative Assistant II shall have a minimum of 5 or more years of general business experience, excellent communication skills, Microsoft Office proficiency. He or she must be able to prepare, proofread and format complex reports, presentations, and contract/task order documents using standard software, provide document management and control services for

project level systems, complete documents, including reproduction, collation and delivery and be able to effectively handle a variety of competing job tasks and use good judgment in handling information.

PRODUCTION CLERK

The Production Clerk shall provide layout, production, reproduction and document storage and retrieval services and general clerical support to technical and administrative staff. He or she must have an Associate's degree and 3 or more years of relevant experience.

SENIOR PROJECT MANAGER

The Senior Project Manager must have a minimum of a Bachelor's Degree and 15 years or more of project management experience. He or she must have the ability to manage and direct large and complex engineering, environmental or consultation projects, an innovative and proactive project management approach and strong verbal and written communication skills. Responsible for all aspects of project planning and scheduling, cost estimating and monitoring, and quality review. Relies on extensive experience and judgment to plan and accomplish goals. Must have the ability to direct and coordinate a variety of professional disciplines to achieve project goals.

PROJECT MANAGER

The Project Manager must have at a minimum, a Bachelor's Degree and 5 years or more of project management experience. He or she must have the ability to manage and direct large and complex engineering, environmental, or consultation projects, an innovative and proactive project management approach and strong verbal and written communication skills. Responsible for all aspects of project planning and scheduling, cost estimating and monitoring, and quality review. Relies on extensive experience and judgment to plan and accomplish goals. Must have the ability to direct and coordinate a variety of professional disciplines to achieve project goals.

RECORDS/DOCUMENT CONTROL SPECIALIST

The Records/Document Specialist must have a minimum of an Associate's Degree or a minimum of 5 years in records management and a working knowledge of DOE requirements for management of environmental and project records, preparation of compliance documents as required and in support of DOE operations.

SENIOR SUBJECT MATTER EXPERT

The Senior Subject Matter Expert must be a recognized expert that represents the highest level of achievement in his or her field, has published widely and is recognized nationally or internationally for appointment to government and academic advisory panels. He or she must have at least one of the following minimum experience levels as follows: A PhD and 15 or more years of relevant experience; Aa Master's degree and 20 or more years of relevant experience; or a Bachelor's degree and 25 or more years of relevant experience.

SUBJECT MATTER EXPERT

The Subject Matter Expert must be a recognized expert in his or her field and published in peer-reviewed journals. He or she must have at least one of the following minimum experience levels as follows: A PhD and 9 or more years of relevant experience; a Master's degree and 13 or more years of relevant experience; or a Bachelor's degree and 18 or more years of relevant experience.

SENIOR TECHNICAL SPECIALIST OR SENIOR PROJECT SCIENTIST

The Senior Technical Specialist or Senior Project Scientist provides technical input to project design and implementation and will work collaboratively with subject matter experts and all levels of management to implement technical work scope. He or she must have at least one of the following minimum experience levels as follows: An advanced degree in mathematics, engineering, or physical sciences; a PhD and 5 or more years of relevant experience; a Master's degree and 7 years of relevant experience, or a Bachelor's degree and 10 or more years of relevant experience.

TECHNICAL SPECIALIST OR PROJECT SCIENTIST

The Technical Specialist or Project Scientist provides technical input to project design and implementation and will work collaboratively with subject matter experts and all levels of management to implement technical work scope. He or she must have at least one of the following minimum experience levels as follows: An advanced degree in mathematics, engineering, or physical sciences; a PhD and 2 or more years of relevant experience; a Master's degree and 3 years of relevant experience, or a Bachelor's degree and 5 or more years of relevant experience.

JUNIOR TECHNICAL SPECIALIST OR JUNIOR PROJECT SCIENTIST

The Junior Technical Specialist or Junior Project Scientist provides technical input to project design and implementation and will work collaboratively with subject matter experts and all levels of management to implement technical work scope. He or she must have at least one of the following minimum experience levels as follows: An advanced degree in mathematics, engineering, or physical sciences; a Master's degree and 2 years of relevant experience; or a Bachelor's degree and 3 or more years of relevant experience.

SENIOR TECHNICAL WRITER

The Senior Technical Writer prepares research and analytical information into technical documents for broad readership. Skills include common business writing skills and preparation of professional documents and presentations to support the consulting assignments. He or she must have at least one of the following minimum experience levels as follows: A PhD and 5 or more years of relevant experience; a Master's degree and 8 years of relevant experience; or a Bachelor's degree and 10 or more years of relevant experience.

TECHNICAL WRITER

The Technical Writer prepares research and analytical information into technical documents for broad readership. Skills include common business writing skills and preparation of professional documents and presentations to support the consulting assignments. He or she must have a Bachelor's degree and 5 or more years of relevant experience.

SECTION J

ATTACHMENT J-3: DELIVERABLES

	Title	Description	Approval
	Work Plan	A plan describing the detailed technical approach to complete each element of the statement of work (within 4 weeks of the notice to start work on that element)	COR/CO
	Project Management Plan	A management plan to include scope, interim milestones, schedule, and cost to complete all elements of the statement of work (within 4 weeks of agencies' approval of Work Plan)	COR/CO
	Working Model	Developed in close collaboration with the agencies, which will be used to conduct a long-term PA evaluating a range of future alternatives for the site	COR/CO
	Quarterly Progress Reports	Routine, detailed technical reports to the agencies on a quarterly (3 month) basis. These reports should detail work progress at a technical level. These reports will be submitted in draft form for agency technical review and shall include: <ul style="list-style-type: none"> • Current 	COR/CO

		<p>project brief</p> <ul style="list-style-type: none"> • List of issues being worked • PPA Contract Modeling Progress - will include detailed technical descriptions of interim modeling inputs (proposed designs, input parameters, etc), interim modeling outputs (analytical results in tabular and graphical form), interpretation of interim modeling results (sensitivity analysis, probabilistic model development, long term PPA), QA/QC details, and identification of potential issues requiring further evaluation. • PPA Contract Project 	
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		Schedule Status - reporting budget and progress on milestones, and schedules.	
	Recommendations for direction of site data-collection activities	As requested by the agencies or identified by the Contractor.	COR/CO
	Documentation and electronic records of all analyses	May include, but is not limited to assembled data, software, records to support steps in the analytical process, models, etc. All analyses shall be documented to a level such that they may be easily recreated.	COR/CO
	Corporate Cyber Security Plan	A plan describing controls used for Cyber Security at the Contractors Facility	COR/CO
	Complete and Fully Documented Probabilistic PPA	The PA will include all proper supporting documents, files, etc. and will be formatted in an appropriate fashion such that the agencies can use the PA within a joint Supplemental Environmental Impact Statement (SEIS) to support Phase 2 Decisions. All analyses will be fully documented, including all references/data used by the model in	COR/CO

		hardcopy and electronically, such that results can be reproduced.	
	Quality Assurance Program	The Contractor shall submit to DOE a Quality Assurance Program consistent with DOE Order 414.1D, Quality Assurance, for providing objective, quantifiable means for gathering and assessing data regarding on-going performance within 90 days of issuance of Notice to Proceed.	COR/CO
	Records Management Plan	Shall be submitted for approval within 60 of the NTP	COR/CO
	Monthly Invoice Package	Shall be submitted monthly for approval and shall contain the hours and labor categories billed for each separate Work Plan - as well as provide the prior month's performance for each Work Plan and an update of the performance to date. The report shall include a narrative description of scope accomplished, progress on corporate and specific performance metrics, and deliverables, as well as an update of	COR/CO

		the project schedule.	
	Final Reports	Final reports shall be provided upon completion of the work identified in paragraphs C.03.1.1, C.03.1.2, and C.03.1.3 and shall include, at a minimum, information types required in interim technical reports (all reports will be provided to the agencies in draft form for agency technical review).	COR/CO