

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS
Table of Contents

B.1 DOE-B-2012 SUPPLIES/SERVICES BEING PROCURED/DELIVERY REQUIREMENTS (OCT 2014)2

B.2 DOE-B-2008 TIME-AND-MATERIALS CONTRACT (OCT 2014) (DEVIATION).....2

B.3 NON-LABOR COST –INDIRECT CEILING RATE.....7

B.4 DOE-B-2013 OBLIGATION OF FUNDS (OCT 2014)8

B.5 DOE-B-2014 OPTION TO EXTEND THE TERM OF THE CONTRACT: ESTIMATED PRICE AND PERIOD OF PERFORMANCE (OCT 2014) (DEVIATION)8

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 DOE-B-2012 SUPPLIES/SERVICES BEING PROCURED/DELIVERY REQUIREMENTS (OCT 2014)

This is a Time-and-Materials (T&M) contract for the purpose of providing support to the U.S. Department of Energy (DOE) and the New York State Energy Research and Development Authority (NYSERDA) in preparing documents to support Phase 2 decision making for the DOE West Valley Demonstration Project (WVDP), the Western New York Nuclear Service Center (WNYNSC), and the State-Licensed Disposal Area (SDA). 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.~~ DOE and NYSERDA are equal stakeholders concerning the development of the SEIS and the SEIS contractor will take direction from both DOE and NYSERDA in accordance with G.2. Technical issues will be mutually agreed upon by both agencies prior to being transmitted to the SEIS-C contractor by the DOE Contracting Officer or designee. However, for all matters of contract administration please refer to Section G.3. 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, Performance Work Statement.

B.2 DOE-B-2008 TIME-AND-MATERIALS CONTRACT (OCT 2014) (DEVIATION)

(a) This is a time-and-materials contract. The Contractor shall provide the direct-productive-labor-hours (DPLH) at the fixed-hourly rates shown below by performing entity. The not-to-exceed values for DPLH are detailed in Table B-2: Labor Categories, Rates, and Estimated Hours. 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 (NOTE: The "Subcontractor Fully Burdened Hourly Rate" shall include all applicable prime Contractor mark-ups, if applicable.). The hourly rates are fully burdened and fixed for each year for the entire 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 clause H.102, Federal Holidays and Other Closures. 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	NTE DPLH Hours	NTE Dollar Amount
0001 Labor: Line item will be awarded as not-to-exceed total price	83,204	\$[Offeror Fill-in]
0002 Other Direct Costs – (e.g., Materials, supplies and mise.)		\$22,500.00
0003 Travel		\$350,000.00
Base Period Total		\$[Offeror Fill-in]

Option Period One : 37 to 48 months		
CLIN	NTE DPLH Hours	NTE Dollar Amount
0004 Labor: Line item will be awarded as not-to-exceed total price	25,272	\$[Offeror Fill-in]
0005 Other Direct Costs – (e.g., Materials, supplies and mise.)		\$7,500.00
0006 Travel		\$20,000.00
Option Period Total		\$[Offeror Fill-in]

Option Period Two: 49 to 60 months		
CLIN	NTE DPLH Hours	NTE Dollar Amount
0007 Labor: Line item will be awarded as not-to-exceed total price	23,942	\$[Offeror Fill-in]
0008 Other Direct Costs – (e.g., Materials, supplies and mise.)		\$7,500.00
0009 Travel		\$20,000.00
Option Period Total		\$[Offeror Fill-in]
<u>CONTRACT TOTAL PRICE</u> <u>(Including the Base Period and 2-One Year Option Periods</u>		

Table B-2: Labor Categories, Rates, and Estimated Hours*

Base Period (Year 1): 0 to 12 months after NTP				
Labor Categories	Estimated DPLH	Fully Burdened Hourly Rate	Subcontractor Fully Burdened Hourly Rate	Total Estimated NTE
Principal Project Manager	1188	\$[Offeror Fill-in]	\$[Offeror Fill-in]	\$[Offeror Fill-in]
Senior Project Manager – Decommissioning Plan	400	\$[Offeror Fill-in]	\$[Offeror Fill-in]	\$[Offeror Fill-in]
Senior Project Manager – Supplemental Environmental Impact Statement	4500 1100	\$[Offeror Fill-in]	\$[Offeror Fill-in]	\$[Offeror Fill-in]
Senior Project Manager	840	\$[Offeror Fill-in]	\$[Offeror Fill-in]	\$[Offeror Fill-in]
Subject Matter Expert – Decommissioning Plan	400	\$[Offeror Fill-in]	\$[Offeror Fill-in]	\$[Offeror Fill-in]

West Valley Demonstration Project
 Development of a Supplemental Environmental Impact Statement
 Final Draft Request for Proposal No. DE-SOL-0009226

Subject Matter Expert	21201720	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Senior, Project Engineer, Or Senior Scientist, Or Senior Technical Specialist	3620	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Project Engineer, Or Project Scientist, Or Project Technical Specialist	3740	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Engineer, Or Scientist, Or Technical Specialist	4320	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Senior Technical Editor	92	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Technical Editor	432	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Records/Document Control Specialist	276	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Administrative Assistant I	142	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Administrative Assistant II	512	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Production Clerk	364	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
TOTAL YEAR 1	19,146			\$(Offeror Fill-in)

Base Period (Year 2): 13 to 24 months after NTP				
Labor Categories	Estimated DPLH	Fully Burdened Hourly Rate	Subcontractor Fully Burdened Hourly Rate	Total Estimated NTE
Principal Project Manager	1868	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Senior Project Manager – Decommissioning Plan	500	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Senior Project Manager – Supplemental Environmental Impact Statement	2000	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Senior Project Manager	2060	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Subject Matter Expert – Decommissioning Plan	500	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Subject Matter Expert	3200	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Senior Project Engineer, Or Senior Scientist, Or Senior Technical Specialist	6300	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Project Engineer, Or Project Scientist, Or Project Technical Specialist	6400	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Engineer, Or Scientist, Or Technical Specialist	8560	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Senior Technical Editor	250	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Technical Editor	702	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)

West Valley Demonstration Project
 Development of a Supplemental Environmental Impact Statement
Final Draft Request for Proposal No. DE-SOL-0009226

Records/Document Control Specialist	420	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Administrative Assistant I	380	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Administrative Assistant II	874	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Production Clerk	622	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
TOTAL YEAR 2	34,636			\$(Offeror Fill-in)

Base Period (Year 3): 25 to 36 months after NTP				
Labor Categories	Estimated DPLH	Fully Burdened Hourly Rate	Subcontractor Fully Burdened Hourly Rate	Total Estimated NTE
Principal Project Manager	1398	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Senior Project Manager – Decommissioning Plan	2000	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Senior Project Manager – Supplemental Environmental Impact Statement	2000	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Senior Project Manager	160	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Subject Matter Expert – Decommissioning Plan	2000	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Subject Matter Expert	2100	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Senior Project Engineer, Or Senior Scientist, Or Senior Technical Specialist	5300	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Project Engineer, Or Project Scientist, Or Project Technical Specialist	5700	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Engineer, Or Scientist, Or Technical Specialist	5960	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Senior Technical Editor	120	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Technical Editor	544	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Records/Document Control Specialist	356	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Administrative Assistant I	536	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Administrative Assistant II	804	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Production Clerk	444	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
TOTAL YEAR 3	29,422			\$(Offeror Fill-in)

Option Period One (Year 4): 37 to 48 months after NTP				
Labor Categories	Estimated DPLH	Fully Burdened	Subcontractor Fully Burdened	Total Estimated NTE

West Valley Demonstration Project
 Development of a Supplemental Environmental Impact Statement
Final Draft Request for Proposal No. DE-SOL-0009226

		Hourly Rate	Hourly Rate	
Principal Project Manager	1548	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Senior Project Manager – Decommissioning Plan	2000	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Senior Project Manager – Supplemental Environmental Impact Statement	1200	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Senior Project Manager	460	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Subject Matter Expert – Decommissioning Plan	2000	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Subject Matter Expert	1600	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Senior Project Engineer, Or Senior Scientist, Or Senior Technical Specialist	4000	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Project Engineer, Or Project Scientist, Or Project Technical Specialist	4400	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Engineer, Or Scientist, Or Technical Specialist	4960	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Senior Technical Editor	120	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Technical Editor	664	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Records/Document Control Specialist	416	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Administrative Assistant I	536	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Administrative Assistant II	864	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Production Clerk	504	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
TOTAL YEAR 4	25,272			\$(Offeror Fill-in)

Option Period Two (Year 5): 49 to 60 months after NTP				
Labor Categories	Estimated DPLH	Fully Burdened Hourly Rate	Subcontractor Fully Burdened Hourly Rate	Total Estimated NTE
Principal Project Manager	1198	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Senior Project Manager – Decommissioning Plan	1500	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Senior Project Manager – Supplemental Environmental Impact Statement	1500	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Senior Project Manager	360	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Subject Matter Expert – Decommissioning Plan	1500	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Subject Matter Expert	1800	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)
Senior Project Engineer, Or Senior	4200	\$(Offeror Fill-in)	\$(Offeror Fill-in)	\$(Offeror Fill-in)

Scientist, Or Senior Technical Specialist		in]		
Project Engineer, Or Project Scientist, Or Technical Specialist	4500	[\$Offeror Fill-in]	[\$Offeror Fill-in]	[\$Offeror Fill-in]
Engineer, Or Scientist, Or Technical Specialist	4960	[\$Offeror Fill-in]	[\$Offeror Fill-in]	[\$Offeror Fill-in]
Senior Technical Editor	90	[\$Offeror Fill-in]	[\$Offeror Fill-in]	[\$Offeror Fill-in]
Technical Editor	514	[\$Offeror Fill-in]	[\$Offeror Fill-in]	[\$Offeror Fill-in]
Records/Document Control Specialist	336	[\$Offeror Fill-in]	[\$Offeror Fill-in]	[\$Offeror Fill-in]
Administrative Assistant I	406	[\$Offeror Fill-in]	[\$Offeror Fill-in]	[\$Offeror Fill-in]
Administrative Assistant II	684	[\$Offeror Fill-in]	[\$Offeror Fill-in]	[\$Offeror Fill-in]
Production Clerk	394	[\$Offeror Fill-in]	[\$Offeror Fill-in]	[\$Offeror Fill-in]
TOTAL YEAR 5	23,942			\$

* The proposed DPLH are the estimate of the work required and have been used to establish a fair and reasonable NTE price for this contract. The Contractor shall use reasonable efforts to deliver the total level of effort required within the proposed ceiling NTE for that period. **The Contractor shall not be bound to deliver DPLH by labor category in strict accordance with this contract, but shall instead be authorized to interchange DPLH within the approved labor categories, interchange non-DPLH dollars with DPLH dollars, and manage to the total bottom-line within the contract NTE.**

Formatted: Font: Bold

(b) The Contractor shall be reimbursed for the cost of materials, supplies, ~~equipment~~, travel, or other direct costs in accordance with the applicable cost principles contained in the contract clause at FAR 52.216-7, Allowable Cost and Payment. The estimated cost of materials, supplies, equipment, travel, or other direct costs for this contract is shown in Table B-1: Pricing Schedule.

(c) The total ceiling price of this contract is shown in Table B-1: Pricing Schedule.

(d) Payment for the DPLH provided and materials, supplies, ~~equipment~~, travel, or other direct costs, if any, shall be made in accordance with Section I, ~~1.54~~ FAR 52.232-7, ~~entitled, "Payments under Time-and-Materials and Labor Hour contracts."~~

B.3 NON-LABOR COST –INDIRECT CEILING RATE

The Contractor is entitled to apply an indirect rate to all non-labor costs in accordance with the ceiling rates provided in the below table. The percentage specified is considered a ceiling rate. The Contractor’s actual rates, up to the ceiling rate, will be applied for each 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.

	Year 1	Year 2	Year 3	Year 4	Year 5
Ceiling Rate	[Offeror Fill-in]%				

B.4 DOE-B-2013 OBLIGATION OF FUNDS (OCT 2014)

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	Funding Amount (current action)	Cumulative Funding Amount	Estimated Performance Funded Through Date
0001 – Labor (Base Period)			
0002 – Other Direct Costs (Base Period)			
0003 – Travel (Base Period)			
0004 – Labor (Option Year One)			
0005 – Other Direct Costs (Option Year One)			
0006 – Travel (Option Year One)			
0007 – Labor (Option Year Two)			
0008 – Other Direct Costs (Option Year Two)			
0009 – Travel (Option Year Two)			

B.5 ~~DOE-B-2014~~ OPTION TO EXTEND THE TERM OF THE CONTRACT: ESTIMATED PRICE AND PERIOD OF PERFORMANCE ~~(OCT 2014)~~

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

remain in full force and effect.

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

(c) The Estimated Price and Period of Performance of each option to extend the term of the contract are set forth in clause B.2, above.

SECTION C
PERFORMANCE WORK STATEMENT

Table of Contents

C.01 PURPOSE2

C.02 BACKGROUND.....3

C.03 PERFORMANCE REQUIREMENTS3

 C.03.1 Phase 2 Decision-making for the WVDP and WNYNSC.....4

 C.03.1.1 Phase 2 Decision-making Schedule for the WVDP, WNYNSC, and SDA4

 C.03.1.2 Phase 2 Supplemental Environmental Impact Statement Scoping Activities5

 C.03.1.3 Development of Phase 2 Alternatives6

 C.03.1.4 Preparation of Conceptual Engineering Design Reports.....7

 C.03.1.5 Preparation of a Supplemental Environmental Impact Statement.....8

 C.03.1.6 Preparation of Decommissioning Plan(s).....11

 C.03.1.7 Preparation of Applications for Permitting or Licensing Modifications for the State-licensed Disposal Area.....14

 C.03.2 General Deliverables.....14

 C.03.3 Records Management14

 C.03.4 Communication and Outreach Support.....15

 C.03.5 Travel.....16

 C.03.6 Citizenship and Credential Requirements.....16

 C.03.7 Training16

 C.03.8 Security and Emergency Response17

 C.03.9 Information Assurance.....17

C.01 PURPOSE

The purpose of this contract is to provide support to the U.S. Department of Energy (DOE) and the New York State Energy Research and Development Authority (NYSERDA) in preparing documents to support Phase 2 decision making for the DOE West Valley Demonstration Project (WVDP), the Western New York Nuclear Service Center (WNYNSC), and the State-Licensed Disposal Area (SDA).

The scope of this contract includes the following elements:

1. Development of a project management schedule that integrates the completion of all work scope activities identified in this performance work statement by the required Phase 2 decision completion date of May 12, 2020.
2. Development of the public scoping process for the Supplemental Environmental Impact Statement (SEIS) for the WVDP, WNYNSC, and the SDA.
3. Development of reasonable (as defined in both the National Environmental Policy Act (NEPA) and the New York State Environmental Quality Act (SEQRA)) Phase 2 alternatives, including (but not limited to) modifications to existing alternatives, for the WVDP, WNYNSC, and the SDA to be evaluated in a Supplemental Environmental Impact Statement (SEIS).
4. Preparation of conceptual engineering design reports that will provide input data for the evaluation of the Phase 2 alternatives to be evaluated in the SEIS.
5. Preparation of a SEIS that incorporates an existing long-term Probabilistic Performance Assessment (PPA) and statistical decision analysis of Phase 2 options currently being prepared by a separate contractor and evaluates the potential short-term and long-term environmental impacts associated with the reasonable Phase 2 alternatives, including potential impacts due to erosion and climate change.
6. Preparation of Decommissioning Plan(s) to be submitted to the U.S. Nuclear Regulatory Commission (NRC) to: fulfill DOE requirements under the West Valley Demonstration Project Act of 1980 (Public Law 96-368), for NYSERDA's potential termination of its NRC 10 CFR Part 50 operating license (CSF-1) should NYSERDA pursue termination of the license, and to evaluate the SDA.
7. Preparation of ~~a decommissioning plan or other regulatory documents such as permit applications for permitting or license licensing~~ modifications for the SDA needed to implement NYSERDA's Phase 2 decision for the SDA.

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 Decision-making Alternative as the preferred alternative for the WVDP, the WNYNSC, and the SDA. The Phased Decision-making Alternative is described in the “*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)*” (FEIS). During Phase 1 of the Phased Decision-making Alternative, a number of highly contaminated facilities will be removed. In addition, DOE and NYSERDA will perform additional scientific studies to facilitate interagency consensus to support the Phase 2 decision.

DOE and NYSERDA anticipate arriving at Phase 2 decisions for the WVDP, WNYNSC, and the SDA by 2020. Decisions will be made for WVDP and WNYNSC facilities and areas remaining after the conclusion of Phase 1 decommissioning that includes the Waste Tank Farm, the U.S. Nuclear Regulatory Commission (NRC)-licensed disposal area, the non-source area of the North Plateau Groundwater Plume, the Construction and Demolition Debris Landfill (CDDL), the Cesium Prong, the balance of the WNYNSC property, and the SDA. These decisions will be informed by (1) the Phase 1 Studies and other scientific studies being performed at the WVDP, WNYNSC, and the SDA, (2) a probabilistic performance assessment (PPA) and statistical decision analysis of Phase 2 options currently being prepared by another contractor to evaluate potential radiological doses associated with Phase 2 alternatives proposed for the WVDP, WNYNSC, and the SDA, and, (3) an SEIS that will consider the scientific studies and incorporate the aforementioned PPA and statistical decision analysis as part of the evaluation of potential environmental impacts associated with reasonable Phase 2 alternatives proposed for the WVDP, WNYNSC, and the SDA.

C.03 PERFORMANCE REQUIREMENTS

The Contractor shall furnish all facilities, services, materials, supplies, equipment, and travel required in connection with this performance work statement (PWS) except as expressly set forth in this contract as furnished by the Government. The Contractor shall furnish sufficient technical, supervisory, and administrative personnel to ensure the expeditious accomplishment of the work specified in this contract.

The Contractor shall conduct this work under a tripartite contract issued by DOE and jointly managed by the DOE and NYSERDA; however, technical issues will be mutually agreed upon by both agencies prior to being transmitted to the Contractor by the DOE Contracting Officer or designee with the DOE Contracting Officer retaining the ultimate authority over all contractual actions. The Contractor shall be responsive to each agency equally. ~~The Contractor and~~ shall involve both DOE and NYSERDA in all communications conducted as part of this work as

~~required throughout the contract. All contract correspondence to the SEIS contractor from the DOE Contracting Officer, including contract administration, technical direction, contract direction, and deliverable reviews, shall be mutually agreed upon by DOE and NYSERDA before being transmitted to the SEIS contractor as described in Sections G.1 and G.4 of this Request for Proposal.~~

C.03.1 Phase 2 Decision-making for the WVDP and WNYNSC

The Contractor shall implement all activities identified in this PWS. It is anticipated that this work may include, but not be limited to, literature searches, research efforts, and modeling (e.g., erosion, groundwater, surface water, slope stability) to support the development of reasonable Phase 2 alternatives, conceptual engineering design reports, the SEIS, the Decommissioning Plan(s), and other necessary regulatory submittals.

C.03.1.1 Phase 2 Decision-making Schedule for the WVDP, WNYNSC, and SDA

The Contractor shall develop a detailed project management schedule that integrates the completion of all work scope activities described in this performance work statement by the DOE and NYSERDA planned completion date of May 12, 2020 for the Phase 2 decision for the WVDP, WNYNSC, and the SDA. The May 12, 2020 Phase 2 decision date is specified in the DOE April 14, 2010 Record of Decision and the NYSERDA May 12, 2010 SEQF Findings Statement for the Final Environmental Impact Statement for Decommissioning and/or Long-Term Stewardship at the West Valley Demonstration Project and Western New York Nuclear Service Center. The Contractor's project management schedule shall include, but not be limited to, the following work scopes required to reach a Phase 2 decision for the WVDP, WNYNSC, and the SDA:

- SEIS scoping activities
- Development of reasonable Phase 2 decision making alternatives for the WVDP, WNYNSC, and the SDA
- Preparation of the draft and final conceptual engineering design reports for the WVDP, WNYNSC, and the SDA
- Preparation of the draft and final SEIS for the WVDP, WNYNSC, and the SDA
- Preparation of the draft and final Decommissioning Plan(s) for the WVDP, WNYNSC, and potentially the SDA¹, and

¹ It is unclear at this time whether the regulatory framework for the SDA would require a Decommissioning Plan for the implementation of NYSERDA's Phase 2 decision.

- Preparation of applications for permitting or licensing modifications for the SDA

The Contractor shall work with both of the agencies as required to identify when technical inputs, analyses, data, etc. used to address issues identified in “*The View of the New York State Energy Research and Development Authority on the Final Environmental Impact Statement for Decommissioning and/or Long-Term Stewardship at the West Valley Demonstration Project and Western New York Nuclear Service Center*”² (NYSERDA View) are needed in the SEIS preparation process. The NYSERDA View is found in the forward to the FEIS.

The Contractor shall submit a draft schedule for DOE and NYSERDA review and comment within 30 calendar days of the effective date of the contract. The Contractor shall submit a final integrated Phase 2 Decision Making Schedule for the WVDP, WNYNSC, and the SDA within 30 calendar days of receipt of final comments and schedule approval from DOE and NYSERDA.

C.03.1.2 Phase 2 Supplemental Environmental Impact Statement Scoping Activities

The contractor shall ~~coordinate~~-collaborate with the agencies and the agencies’ PPA contractor to support the public scoping process for the Phase 2 SEIS for the WVDP, WNYNSC, and the SDA in accordance with applicable National Environmental Policy Act (NEPA) and State Environmental Quality Review Act (SEQRA) requirements. The contractor shall assist the agencies in completing the following tasks, which include, but are not limited to:

- Scoping of Phase 2 alternatives with DOE, NYSERDA, and the agencies’ PPA contractor as described in C.03.1.3
- Assisting the agencies in preparing and submitting the Notice of Intent (NOI) to prepare the Phase 2 SEIS for the WVDP, WNYNSC, and the SDA to the Federal Register and the State Environmental Notice Bulletin
- Assisting the agencies in planning, holding, and facilitating two public meetings for the cooperating regulatory agencies and interested stakeholders during the public comment period as stated in the NOI. The contractor shall be expected to complete the following tasks to support the successful completion of the public meetings including, but not limited to:
 - Arranging the logistics of the public meetings including the date, time, location, venues, and technical staffing appropriate for the public meetings
 - Preparing and submitting notifications for the public meetings to local newspapers and radio and television stations including possibly preparing media kits and conducting media briefings prior to the public meeting

- Preparing all meeting materials including agendas, sign-in sheets, meeting handouts, presentations, display boards, and comment registration forms for public comment submission
- Obtaining the services of a court recorder to prepare transcripts for each of the public meeting minutes
- Assisting the agencies by contributing to technical presentations during the public meetings
- Developing a project mailing list for future project meetings
- Reviewing, compiling, and categorizing the written and verbal comments received during the public meetings and presenting these to the agencies for consideration

As described in Section J-2 Deliverables, the contractor will develop and submit to the agencies for approval:

- the Notice of Intent (NOI) to prepare the Phase 2 SEIS for the WVDP, WNYNSC, and the SDA to submit to the Federal Register, and the State Environmental Notice Bulletin
- Meeting materials and transcripts for each of the public meeting minutes.

The timeframe for completion of C.03.1.2 is to be determined by the contractor and the Contractor shall allow DOE and NYSEDA to make a Phase 2 decision for the WVDP, WNYNSC, and the SDA by May 12, 2020. The Contractor shall describe the details of this work in the quarterly interim reports and in the final report.

C.03.1.3 Development of Phase 2 Alternatives

The Contractor shall ~~coordinate~~ collaborate with the agencies and the agencies' PPA contractor to develop reasonable Phase 2 alternatives, including, but not limited to, modifications to the existing Site wide Close-In-Place Alternative, Site wide Removal Alternative, and No Action Alternative identified in the FEIS, for those facilities remaining at the WVDP and WNYNSC including the SDA. Evaluation of the No Action Alternative is required by the National Environmental Policy Act (NEPA) and the New York State Environmental Quality Review Act (SEQRA).²

The development of reasonable Phase 2 alternatives is expected to be an iterative process that may include alternate approaches for in-place closure, various partial source term removals, variations in engineered barrier designs, and alternate approaches for full exhumation for each of the Phase 2 facilities and areas. This process will be supported by the agencies' PPA contractor

² While no decision has been made on the number of alternatives to be evaluated in the SEIS, for proposal cost estimating purposes the contractor should assume five (5) alternatives: (Total Removal, Close in Place, No Action, Hybrid 1, and Hybrid 2).

who will evaluate the long-term radiological dose impacts and perform a statistical decision analysis of the reasonable Phase 2 alternatives. The long-term dose impacts for the Phase 2 alternatives for all facilities and areas within the WVDP, WNYNSC, and the SDA, shall be evaluated by the Contractor against the NRC License Termination Criteria (10 CFR 20, Subpart E) as prescribed in the February 1, 2002 NRC Final Policy Statement for the WVDP (67 FR 5003).

The Contractor shall evaluate the impacts of the reasonable Phase 2 alternatives during its preparation of the SEIS as described in Section C.03.1.5.

As described in Section J-2 Deliverables, the contractor will develop and submit to the agencies for approval:

- A draft report detailing the results of the development of Phase 2 alternatives to be evaluated in the SEIS
- A final Phase 2 Alternative report to detail results of this within work within 30 days of receipt of final comments from DOE and NYSERDA

The timeframe for completion of C.03.1.3 is to be determined by the contractor and shall allow DOE and NYSERDA to make a Phase 2 decision for the WVDP, WNYNSC, and the SDA by May 12, 2020. The Contractor shall describe the details of this work in the quarterly interim reports and in the final report.

C.03.1.4 Preparation of Conceptual Engineering Design Reports

The Contractor shall prepare conceptual engineering design reports that shall serve as data inputs to the analysis to be performed in the SEIS for each of the reasonable alternatives developed in C.03.1.3 that will be evaluated in the SEIS in C.03.1.5³. The Contractor shall describe a potential engineering approach to be implemented for each proposed Phase 2 alternative at the WVDP, WNYNSC, and the SDA in these conceptual engineering reports. In addition to the potential engineering approach, these design reports will provide estimates of the resources, materials, and environmental releases associated with the implementation of the proposed Phase 2 alternative including, but not limited to:

- Capital purchases and construction costs
- Consumable materials required including waste containers
- Utility usage

³ While no decision has been made on the number of alternatives to be evaluated in the SEIS, for proposal cost estimating purposes the contractor should assume five (5) alternatives: (Total Removal, Close in Place, No Action, Hybrid 1, and Hybrid 2).

- Labor personnel, hours, and costs required by job category and activity
- Personnel injuries, fatalities, and radiation exposure
- Airborne and aqueous environmental radiological releases
- Non-radiological environmental releases
- Volumes of packaged radiological and non-radiological waste generated by waste classification and waste disposal facility
- Total costs associated with the alternative, including labor, materials, and waste disposal costs
- Post closure costs, resource requirements, and environmental releases associated with environmental monitoring, facility maintenance, and site security

The Contractor shall deliver a detailed engineering report for each reasonable alternative to be evaluated in the SEIS in accordance with Section J, Attachment J-2, Deliverables. The Contractor shall provide in each report a detailed estimate of the resources and materials required to complete the alternative at the WVDP, WNYNSC, and the SDA and shall also provide detailed estimates of the environmental releases associated with each alternative. The Contractor shall document all components of the engineering reports, including all calculation packages prepared to support the engineering designs and required resources, materials, and environmental releases, in a proper archival format for the agencies' records as required in Section C.03.3 Records Management.

The timeframe for completion of C.03.1.4 is to be determined by the contractor and shall allow DOE and NYSERDA to make a Phase 2 decision for the WVDP, WNYNSC, and the SDA by May 12, 2020. Task-specific deliverables for C.03.1.4 include draft Conceptual Engineering Design Reports for DOE and NYSERDA review, responses to DOE and NYSERDA review comments on the draft reports, and final Conceptual Engineering Design Reports incorporating DOE and NYSERDA review comments. Task-specific deliverables shall also include all proper supporting documents, files, and analyses including all references used during the preparation of the Conceptual Engineering Design Reports in a proper archival format for the agencies' records as required in Section C.03.3 Records Management. The Contractor shall describe the details of this work in the quarterly interim reports and in the final report.

C.03.1.5 Preparation of a Supplemental Environmental Impact Statement

The Contractor shall prepare a draft and final SEIS that will allow DOE and NYSERDA to make a Phase 2 decision for the WVDP, WNYNSC, and the SDA by May 12, 2020. The Contractor shall include in the SEIS an evaluation of the potential short-term and long-term environmental impacts associated with the reasonable Phase 2 alternatives developed in C.03.1.3, including potential impacts due to erosion and climate change, for those facilities remaining at the WVDP, WNYNSC, and the SDA following the completion of Phase 1 decommissioning, including the

No Action alternative as required by NEPA and SEQRA. Preparation of the SEIS shall utilize information from the conceptual engineering design reports prepared in Section C.03.1.4.

The Contractor shall include, but not be limited to, the following items in the SEIS:

- Any supplementation to the FEIS purpose and need for the proposed action
- Description of the reasonable Phase 2 alternatives (developed in C.03.1.3), including modification to the existing alternatives, to be evaluated in the SEIS
- A description of how the issues raised in the NYSERDA View as presented in the Foreword of the 2010 FEIS were addressed (to be provided by the agencies).
- The “agencies' preferred alternative,” which is the alternative that the agencies believe would fulfill their statutory mission and responsibilities, giving consideration to economic, environmental, technical and other factors.
- Any supplementation to the descriptions of the affected environment at the WVDP, WNYNSC, and the SDA within the FEIS, including but not limited to: land use, site infrastructure, site geology, soils, and hydrology, ecological and cultural resources, and socioeconomics.
- Any supplementation to the evaluation of the potential environmental impacts from the reasonable Phase 2 alternatives evaluated in the SEIS including, but not limited to:
 - Potential impacts to: land use, site geology and hydrogeology, air and water quality, threatened or endangered species, historic and cultural sites, and social and economic impacts to local communities
 - Evaluation of environmental processes shall include evaluation of potential impacts due to erosion and climate change.
- An evaluation of the short- and long-term impacts on human health and safety associated with normal and accidental releases of radioactivity and non-radiological emissions during the implementation of reasonable Phase 2 alternatives
- Any supplementation to the evaluation of transportation impacts associated with shipping radioactive and non-radioactive waste generated during the reasonable Phase 2 alternatives evaluated in the SEIS
- Use of the NRC’s License Termination Rule (LTR) as described in the NRC Policy Statement as the framework for evaluating all of the facilities at the Center, including the SDA⁴.
- Any supplementation to the evaluation of potential mitigation measures to minimize impacts to the environment and to human health and safety

⁴ Although the LTR criteria do not apply to the SDA, the SDA will be evaluated using the LTR criteria as a means for conducting a consistent evaluation across all site facilities. There is currently no requirement to decommission the SDA or to terminate the SDA radioactive materials license within any particular timeframe. As such, NYSERDA will be working with the New York State regulatory agencies in regard to identifying the regulatory framework for implementing the Phase 2 decisions for the SDA. The SDA will not be included in the decommissioning plan submitted to NRC.

- Evaluation of alternatives against 10 CFR Part 61.50 and 61.51, per the Stipulation of Compromise Settlement with the Coalition on West Valley Nuclear Wastes
- Any supplementation to the evaluation of costs associated with each reasonable Phase 2 alternative including costs to mitigate expected impacts
- Any supplementation to evaluation of laws, regulations, and requirements applicable to the proposed action
- Any supplementation to the evaluation of uncertainties in the analysis

The Contractor shall utilize information developed in the FEIS, the conceptual engineering design reports completed in C.03.1.4, available site-specific environmental monitoring, radiological inventory data, Phase 1 Studies, other technical studies, the long-term probabilistic performance assessment, and the statistical decision analysis of Phase 2 options to develop the SEIS.

The potential long-term radiological doses associated with the reasonable Phase 2 alternatives will be evaluated by the agencies' PPA contractor during its development of the long-term PPA. The agencies' PPA contractor is currently transitioning the deterministic performance assessment approach used in the FEIS to a probabilistic modeling approach that shall be sufficiently robust to support the development of a long-term PPA for use in the agencies' Phase 2 decision making process for the WVDP, WNYNSC, and the SDA. The agencies' PPA contractor will have refined the probabilistic model through multiple iterations of sensitivity analysis and uncertainty analysis to evaluate the relative importance of the model components and the nature and magnitude of uncertainty in the analysis and the extent to which uncertainty may be reduced. A probabilistic model framework is expected to be available within 9 months of the award of this contract. The PPA contractor will also prepare a statistical decision analysis to assist the agencies with the evaluation of Phase 2 closure and/or long term monitoring and maintenance options for those facilities remaining at the WVDP and WNYNSC after Phase 1 decommissioning.

The Contractor shall assist the agencies in planning, holding, and facilitating two public meetings for the cooperating regulatory agencies and interested stakeholders during the public comment period of the draft SEIS. The Contractor shall complete the following tasks to support the successful completion of the public meetings, including but not limited to:

- Arranging the logistics of the public meetings including the date, time, location, venues, and technical staffing appropriate for the public meetings
- Preparing and submitting notifications for the public meetings to local newspapers and radio and television stations including possibly preparing media kits and conducting media briefings prior to the public meeting

- Preparing all meeting materials including agendas, sign-in sheets, meeting handouts, presentations, display boards, and comment registration forms for public comment submission
- Obtaining the services of a court recorder to prepare transcripts for each of the public meeting minutes
- Assisting the agencies by contributing to technical presentations during the public meetings
- Reviewing, compiling, and categorizing the written and verbal comments received during the public meetings and presenting these to the agencies for consideration

The Contractor shall coordinate with the agencies' PPA contractor during the development of the long-term PPA and shall incorporate the results of the long-term PPA modeling and statistical decision analysis of Phase 2 options in its preparation of the SEIS. The Contractor shall coordinate with the agencies' PPA contractor to prepare chapters and/or appendices for inclusion in the SEIS that describe the methodology, component models, and results of the long-term PPA and statistical decision analysis of Phase 2 options. The Contractor shall coordinate with the agencies' PPA contractor to ensure that the PPA Contractor's chapters and appendices are successfully integrated into the SEIS. The Contractor shall involve DOE and NYSERDA in all coordination with the PPA Contractor.

The timeframe for completion of C.03.1.5 is to be determined by the contractor and shall allow DOE and NYSERDA to make a Phase 2 decision for the WVDP, WNYNSC, and the SDA by May 12, 2020. Task-specific deliverables for C.03.1.5 include a draft SEIS for DOE and NYSERDA review, responses to DOE and NYSERDA review comments on the draft SEIS, a draft SEIS for inter-agency review by cooperating agencies [NRC, U.S. Environmental Protection Agency (EPA), New York State Department of Environmental Conservation (NYSDEC) and New York State Department of Health (NYSDOH)], responses to inter-agency review comments on the draft SEIS, a draft SEIS for public review, responses to public review comments on the draft SEIS, and a Final SEIS. Task-specific deliverables shall also include all required notifications, all proper supporting documents, files, and analyses including all references used during the preparation of the SEIS in a proper archival format for the agencies' records as required in Section C.03.3 Records Management. The Contractor shall develop quarterly interim reports and a final report to detail results of this work.

C.03.1.6 Preparation of Decommissioning Plan(s)

DOE and NYSERDA committed to develop an integrated Phase 2 decision approach for all facilities at the WVDP and WNYNSC, including the SDA. The Contractor shall utilize the NRC's License Termination Rule (LTR) criteria as prescribed in the February 1, 2002 NRC Final Policy Statement for the WVDP (67 FR 5003) to evaluate all facilities at the WVDP, WNYNSC, and the SDA⁵. The Contractor shall prepare one or more Decommissioning Plan(s) to be submitted to the NRC that:

- Fulfills DOE requirements under the West Valley Demonstration Project Act of 1980 (Public Law 96-368),
- Meets requirements for NYSERDA's potential termination of its NRC 10 CFR Part 50 operating license (CSF-1) should NYSERDA decide to terminate the license

The Contractor shall develop Decommissioning Plan(s) that describe the planned decommissioning activities to be performed at the WVDP, WNYNSC, and potentially the SDA that are consistent with the agencies' preferred alternative in the SEIS. The Contractor shall include in the Decommissioning Plan(s) site characterization information and dose modeling that establishes soil cleanup criteria that meet the required NRC license termination criteria and it will identify required radiological surveys including remedial action and final status surveys to be performed at the WVDP, WNYNSC, and potentially the SDA.

The Contractor shall ensure that the Decommissioning Plan(s), at a minimum, contain the information identified in Appendix D of NUREG-1757 *Consolidated Decommissioning Guidance*, Vol. 2 Rev. 1, as summarized below.

- Executive Summary
- Facility Operating History
- Facility Description
- Radiological Status of the Facility
- Dose Modeling
- Environmental Information
- ALARA Analysis
- Planned Decommissioning Activities
- Project Management and Organization
- Health and Safety Program

⁵ Although the LTR criteria do not apply to the SDA, the SDA will be evaluated using the LTR criteria as a means for conducting a consistent evaluation across all site facilities. There is currently no requirement to decommission the SDA or to terminate the SDA radioactive materials license within any particular timeframe. As such, NYSERDA will be working with the New York State regulatory agencies in regard to identifying the regulatory framework for implementing the Phase 2 decisions for the SDA. The SDA will not be included in the decommissioning plan submitted to NRC.

- Environmental Monitoring and Control Program
- Radioactive Waste Management Program
- Quality Assurance Program
- Facility Radiation Surveys
- Financial Assurance
- Restricted Use/Alternate Criteria

The Contractor shall participate in the initial public scoping meeting(s) with the NRC, DOE, other regulatory agencies, and the public to discuss the approach and proposed content of the site Decommissioning Plan(s). The Contractor shall status the progress of the development of the site Decommissioning Plan(s) in follow-on public meetings with the NRC, DOE, other regulatory agencies, and the public. The Contractor shall prepare a draft Decommissioning Plan(s) that shall be capable of meeting the NRC acceptance/completeness review criteria to allow detailed NRC technical review of the Decommissioning Plan(s).

Once the NRC has completed its technical review of the draft Decommissioning Plan(s), the Contractor shall prepare responses to all NRC Requests for Additional Information (RAI) and shall revise the Decommissioning Plan(s) accordingly, until the agencies receive approved NRC Technical Evaluation Report(s) (TER) and the equivalent approval documentation for the SDA. The Contractor shall prepare supporting documents for the Decommissioning Plan(s) such as radiological characterization survey plans and final status survey plans prepared consistent with the requirements of NUREG-1575 Multi-Agency Radiation Survey and Site Investigation Manual (MARSSIM).

The timeframe for completion of C.03.1.6 is to be determined by the contractor and shall allow DOE and NYSERDA to make a Phase 2 decision for the WVDP, WNYNSC, and the SDA by May 12, 2020. Task-specific deliverables for C.03.1.6 include submission of draft and final decommissioning plan checklists for DOE and NYSERDA technical review and approval, draft Decommissioning Plan(s) for DOE and NYSERDA technical review, responses to DOE and NYSERDA review comments on the draft Decommissioning Plan(s), draft Decommissioning Plan(s) for NRC acceptance review and technical review, responses to NRC RAIs, and revised Decommissioning Plan(s) incorporating responses to NRC RAIs that results in the receipt of an approved NRC TER(s), and the equivalent approval documentation for the SDA. Task C.03.1.6 will be considered complete when the agencies receive an approved NRC TER(s), and the equivalent approval documentation for the SDA. Task-specific deliverables shall also include all proper supporting documents, files, and analyses including all references used during the preparation of the Decommissioning Plan(s) in a proper archival format for the agencies' records as required in Section C.03.3 Records Management. The Contractor shall develop quarterly interim reports and a final report to detail results of this work.

C.03.1.7 Preparation of Applications for Permitting or Licensing Modifications for the State-licensed Disposal Area

The SDA is not licensed by the NRC but is currently regulated by the New York State Department of Environmental Conservation (NYSDEC) under the New York State 6 NYCRR 380 and 6 NYCRR 370 regulations, and by the New York State Department of Health (NYSDOH) which maintains authority over the SDA radioactive materials license.

The Contractor shall prepare regulatory documents such as applications for permit or license modifications to NYSDEC and NYSDOH to support NYSERDA's implementation of Phase 2 decision making for the SDA.

The work scope and timeframe for completion of C.03.1.7 is to be determined by the contractor and shall allow DOE and NYSERDA to make a Phase 2 decision for the WVDP, WNYNSC, and the SDA by May 12, 2020. Task-specific deliverables for C.03.1.7 may include preparation and submission of draft permitting and or licensing documents for NYSERDA and DOE review, responses to NYSERDA and DOE review comments, preparation and submission of draft permitting and or licensing documents for NYSDEC/NYSDOH review, and revision of draft permitting and or licensing documents incorporating NYSDEC/NYSDOH review comments. Task C.03.1.7 will be considered complete when NYSERDA receives the required NYSDEC/NYSDOH regulatory approvals. Task-specific deliverables shall include all proper supporting documents, files, and analyses including all references used during the preparation of the draft permitting and or licensing documents in a proper archival format for NYSERDA's records as required in Section C.03.3 Records Management. The Contractor shall develop quarterly interim reports and a final report to detail results of this work.

C.03.2 General Deliverables

The Contractor shall provide all deliverables identified in Section J, Attachment J-2 in draft form for the agencies 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 perform records management in support of its operation and shall generate two (2) sets of records, one of which shall be turned over to DOE and the other to NYSERDA at contract completion. The Contractor shall inventory, schedule and disposition all records in accordance with Federal laws, regulations, DOE Directives and an approved Records Management Plan. The Contractor shall submit the Records Management Plan (see Section J, Attachment J-2, Deliverables) to the DOE and NYSERDA for approval within 60 calendar days of the contract effective date and re-submit for approval thereafter when changes occur.

Except for those defined as contractor-owned, 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 both DOE and NYSERDA.

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. The Contractor shall maintain a NEPA Administrative Record (AR) in accordance with DOE and 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-2, 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 shall interact with the agencies, cooperating agencies, the PPA contractor, and organizations involved in scientific data collection activities at the WVDP, WNYNSC, and the SDA. The Contractor shall 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 including, but not limited to, preparation for briefings, public presentations, and search, review, and reproduction of documents and records.

C.03.5 Travel

Travel to the WVDP site or the Ashford Office Complex (AOC) in West Valley, New York may be necessary for Contractor personnel to conduct some elements of the scope of work for this contract. In addition, the Contractor shall 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. Contractor travel required during performance of this contract is subject to approval by the Contracting Officer. Travel, lodging and per diem to West Valley is authorized in accordance with the Federal Travel Regulations. The Contractor shall support the development of an annual travel budget and track expenses throughout the year.

C.03.6 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 Contracting Officer 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.03.7 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) in one calendar year 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.03.8 Security and Emergency Response

While at the WVDP, WNYNSC, SDA, or AOC, individuals working under this contract shall comply with ALL established security and emergency response requirements and actions. Additionally, the 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.03.9 Information Assurance

The Contractor shall develop an Information System Security Plan that defines the Contractor's cyber system components, operational boundaries, and roles and responsibilities for managing the system. The plan shall be submitted for agency review and approval in accordance with Section J Attachment J-2, Deliverables. A template for the Information System Security Plan is provided as Section J Attachment J-2, Information System Security Plan.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

Table of Contents

H.1	<u>DOE-H-2013 CONSECUTIVE NUMBERING (OCT 2014)</u>	1
H.2	<u>DOE-H-2014 CONTRACTOR ACCEPTANCE OF NOTICES OF VIOLATION OR ALLEGED VIOLATIONS, FINES, AND PENALTIES (OCT 2014)</u>	1
H.3	<u>DOE-H-2018 PRIVACY ACT SYSTEM OF RECORDS (OCT 2014)</u>	1
H.4	<u>DOE-H-2029 POSITION QUALIFICATIONS (OCT 2014)</u>	2
H.5	<u>DOE-H-2033 ALTERNATIVE DISPUTE RESOLUTION (OCT 2014)</u>	3
H.6	<u>DOE-H-2034 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES (OCT 2014)</u>	3
H.7	<u>DOE-H-2035 ORGANIZATIONAL CONFLICT OF INTEREST MANAGEMENT PLAN (OCT 2014)</u>	4
H.8	<u>DOE-H-2036 OBLIGATIONS AS TO PROTECTED ENERGY POLICY ACT (EPACT) INFORMATION (OCT 2014)</u>	5
H.9	<u>DOE-H-2046 DIVERSITY PROGRAM (OCT 2014)</u>	5
H.10	<u>DOE-H-2047 FEDERAL HOLIDAYS AND OTHER CLOSURES (OCT 2014)</u>	6
H.11	<u>DOE-H-2048 PUBLIC AFFAIRS - CONTRACTOR RELEASES OF INFORMATION (OCT 2014)</u>	7
H.12	<u>DOE-H-2049 INSURANCE REQUIREMENTS (OCT 2014)</u>	7
H.13	<u>DOE-H-2053 WORKER SAFETY AND HEALTH PROGRAM IN ACCORDANCE WITH 10 CFR 851 (OCT 2014)</u>	8
H.14	<u>DOE-H-2056 ANNUAL INDIRECT BILLING RATES (OCT 2014)</u>	9
H.15	<u>DOE-H-2058 DESIGNATION AND CONSENT OF MAJOR OR CRITICAL SUBCONTRACTS (OCT 2014)</u>	10
H.16	<u>DOE-H-2059 PRESERVATION OF ANTIQUITIES, WILDLIFE AND LAND AREAS (OCT 2014)</u>	10
H.17	<u>DOE-H-2062 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (OCT 2014)</u>	11
H.18	<u>DOE-H-2063 CONFIDENTIALITY OF INFORMATION (OCT 2014)</u>	11
H.19	<u>DOE-H-2064 USE OF INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND THIRD PARTY SERVICES - ALTERNATE I (OCT 2014)</u>	12
H.20	<u>DOE-H-2065 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (OCT 2014)</u>	13
H.21	<u>DOE-H-2070 KEY PERSONNEL (OCT 2014)</u>	14
H.22	<u>DOE-H-2071 DEPARTMENT OF ENERGY DIRECTIVES (OCT 2014)</u>	14
H.23	<u>DOE-H-2076 LOBBYING RESTRICTIONS (OCT 2014)</u>	16
H.24	<u>WORK PLAN PROCEDURES</u>	16
H.25	<u>QUALITY ASSURANCE SYSTEM</u>	16
H.26	<u>PARTNERING</u>	17

PART I – THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 DOE-H-2013 Consecutive Numbering (OCT 2014)

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

H.2 DOE-H-2014 Contractor Acceptance of Notices of Violation or Alleged Violations, Fines, and Penalties (OCT 2014)

(a) The Contractor shall accept, in its own name, notices of violation(s) or alleged violations (NOVs/NOAVs) issued by federal or state regulators to the Contractor resulting from the Contractor's performance of work under this contract, without regard to liability. The allowability of the costs associated with fines and penalties shall be subject to other provisions of this contract.

(b) After providing DOE advance written notice, the Contractor shall conduct negotiations with regulators regarding NOVs/NOAVs and fine and penalties. However, the Contractor shall not make any commitments or offers to regulators that would bind the Government, including monetary obligations, without first obtaining written approval from the CO. Failure to obtain advance written approval may result in otherwise allowable costs being declared unallowable and/or the Contractor being liable for any excess costs to the Government associated with or resulting from such offers/commitments.

(c) The Contractor shall notify DOE promptly when it receives service from the regulators of NOVs/NOAVs and fines and penalties.

H.3 DOE-H-2018 Privacy Act System of Records (OCT 2014)

The Contractor shall design, develop, or adopt the following systems of records on individuals to accomplish an agency function pursuant to the Section I clause entitled, "FAR 52.224-2, Privacy Act."

System No. [Offeror to fill in]

Title [Offeror to fill in]

DOE System Title/Number

DOE-5 Personnel Records of Former Contractor Employees

DOE-10 Energy Employees Occupational Illness

Compensation Program Act Files

<u>DOE-13</u>	<u>Payroll and Leave Records</u>
DOE-23	Property Accountability System
<u>DOE-28</u>	<u>General Training Records</u>
<u>DOE-33</u>	<u>Personnel Medical Records</u>
DOE-35	Personnel Radiation Exposure Records
DOE-38	Occupational and Industrial Accident Reports
<u>DOE-43</u>	<u>Personnel Security Clearance Files</u>
<u>DOE-51</u>	<u>Employee and Visitor Access Control Records</u>
<u>DOE-52</u>	<u>Access Control Records of International Visits, Assignments, and Employment at DOE Facilities and Contractor Sites</u>
<u>DOE-55</u>	<u>FOIA/PA Requests for Records</u>
DOE-88	Epidemiologic and other Health Studies, Surveys and Surveillances

H.4 DOE-H-2029 Position Qualifications (OCT 2014)

The Contractor shall provide personnel for the performance of this contract, whether employees of the Contractor or employees of a subcontractor, which satisfy as a minimum the applicable labor category qualifications, both education and experience, set forth in the "Position Qualifications" in Section J, Attachment J-1, except as the Contracting Officer may otherwise authorize.

~~H.5 DOE-H-2031 Level of Effort (OCT 2014)~~

~~(a) This level of effort contract requires the Contractor to provide a specified number of Direct Productive Labor Hours (DPLH) in performing the work required under the contract. The total number of DPLH required is [insert total number of DPLH required to fulfill the level of effort under the contract] contained in Section B.2.~~

~~(b) The DPLH are those actual hours expended by the Contractor's personnel, or any subcontractor personnel, performing work under this contract that are charged as direct labor consistent with the respective Contractor's or subcontractor's established accounting policies and procedures and the clause at FAR 52.216-7, Allowable Cost and Payment. While a subcontractor's established accounting policies and procedures may differ from that of the Contractor (including a subcontractor's billing requirements with the Contractor), the actual DPLH expended by the subcontractor count toward the total DPLH in paragraph (a). The DPLH does not include sick leave, vacation leave, holiday leave, military leave, or any type of administrative leave.~~

~~(c) The Contractor shall not exceed the total DPLH specified in paragraph (a), unless the Contracting Officer increases or decreases the total DPLH required in paragraph (a) in order to meet work requirements within the scope of the contract. Once the total DPLH specified in paragraph (a) is expended or the term of the contract has expired, the Contractor's obligations under the contract are fulfilled, even though the specified work may not have been completed.~~

~~(d) Notwithstanding the requirements of this clause for the Contractor to provide the level of effort specified in paragraph (a), the terms of this clause do not supersede the requirements of the clause at FAR 52.232-20, Limitation of Cost, or FAR 232-22, Limitation of Funds, as applicable.~~

H.6H.5 DOE-H-2033 Alternative Dispute Resolution (OCT 2014)

(a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, DOE and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.

(b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1, Disputes. The ADR process may involve mediation, facilitation, fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an individual, a board comprised of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision, but will assist the parties in reaching a mutually satisfactory agreement. Any opinions of the neutral party shall not be admissible in evidence in any subsequent litigation proceedings.

(c) Either party may request that the ADR process be used. The Contractor shall make a written request to the Contracting Officer, and the Contracting Officer shall make a written request to the appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed upon process.

(d) ADR procedures may be used at any time that the Contracting Officer has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a Contracting Officer's final decision under the clause at FAR 52.233-1, Disputes, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision and does not constitute reconsideration of the final decision.

(e) If the Contracting Officer rejects the Contractor's request for ADR proceedings, the Contracting Officer shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the Contracting Officer's request to use ADR procedures, the Contractor shall provide the Contracting Officer with the reasons for rejecting the request.

H.7H.6 DOE-H-2034 Contractor Interface With Other Contractors And/Or Government

Employees (OCT 2014)

The Government may award contracts to other contractors for work to be performed at a DOE-owned or –controlled site or facility. The Contractor shall cooperate fully with all other on-site DOE contractors and Government employees. The Contractor shall coordinate its own work with such other work as may be directed by the Contracting Officer or a duly authorized representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by a Government employee.

H.8H.7 DOE-H-2035 Organizational Conflict Of Interest Management Plan (OCT 2014)

Within 15 calendar days after the effective date of the contract, the Contractor shall submit to the Contracting Officer for approval an Organizational Conflict of Interest (OCI) Management Plan (Plan). The Plan shall describe the Contractor's program to identify, avoid, neutralize, or mitigate potential or actual conflicts of interest that exist or may arise during contract performance and otherwise comply with the requirements of the clause at DEAR 952.209-72, Organizational Conflicts of Interest. The Plan shall be periodically updated as required during the term of the contract. The Plan shall include, as a minimum, the following:

- (a) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor, its related entities and other performing entities under the contract.
- (b) The procedures the Contractor will utilize to avoid, neutralize, or mitigate potential or actual conflicts of interest.
- (c) The procedures for reporting actual or potential conflicts of interest to the Contracting Officer.
- (d) The procedures the Contractor will utilize to oversee, implement, and update the Plan, to include assigning responsibility for management, oversight and compliance to an individual in the Contractor's organization with full authority to implement the Plan.
- (e) The procedures for ensuring all required representations, certifications and factual analyses are submitted to the Contracting Officer for approval in a timely manner.
- (f) The procedures for protecting agency information that could lead to an unfair competitive advantage if disclosed including collecting disclosure agreements covering all individuals, subcontractors, and other entities with access to agency-sensitive information and physical safeguarding of such information.
- (g) An OCI training and awareness program that includes periodic, recurring training and a process to evidence employee participation.
- (h) The enforceable, employee disciplinary actions to be used by the Contractor for violation of OCI requirements.

~~H.9~~**H.8** **DOE-H-2036 Obligations as to Protected Energy Policy Act (EPACT) Information**
(OCT 2014)

(a) The provisions of the Energy Policy Act of 1992, P.L. 102-486 (42 U.S.C. §13541(d)) require the protection from public disclosure, for a period of up to five years from development, of information resulting from the award or performance of this contract that would be trade secret or privileged or confidential commercial or financial information if the information that is privileged or confidential had been obtained from a non-Federal party for a period of up to 5 years after the submittal of the information. This protection from public disclosure includes exemption from disclosure pursuant to 5 U.S.C. §552(b) (The Freedom of Information Act).

(b) The cover page of any document subject to and protectable under the provisions of P.L. 102-486 (42 U.S.C. §13541(d)), shall be marked with the following legend:

PROTECTED EPACT INFORMATION

THIS DOCUMENT CONTAINS PROTECTED INFORMATION WHICH WAS SUBMITTED ON [To be filled-in at award] UNDER AGREEMENT NO. DE-[To be filled-in at award] AND IS NOT TO BE FURTHER DISCLOSED FOR A PERIOD OF UP TO 5 YEARS AFTER DEVELOPMENT OF THE INFORMATION EXCEPT AS EXPRESSLY PROVIDED FOR IN THE SUBJECT AWARD.

In addition, each page of the document shall be marked with the words "PROTECTED EPACT INFORMATION."

(c) The Government agrees not to further disclose such protected information for a period of up to 5 years from the date it was submitted, except (1) to be provided to other DOE facilities with the same protection in place, (2) as necessary to perform this agreement or (3) as otherwise mutually agreed to in advance.

(d) The obligations in (c) above shall end when any such protected information becomes publicly known without fault of the Government, comes into the Government's possession without breach by the Government of its obligations or is independently developed by someone who did not have access to the Protected Agreement Information.

(e) Notwithstanding any other provision of this contract, the following technical data first produced under this contract, as a minimum, shall be delivered to the DOE with unlimited rights:

[Offeror to fill-in and submit with proposal]

~~H.10~~**H.9** **DOE-H-2046 Diversity Program (OCT 2014)**

(a) The Contractor shall develop and implement a diversity program consistent with and in support of the DOE's diversity program. A diversity plan covering the full period of performance (base and option periods) shall be submitted to the Contracting Officer for approval

within 60 calendar days after the effective date of the contract. Once the diversity plan is approved by the Contracting Officer, the Contractor shall implement the diversity plan within 60 calendar days of its approval by the Contracting Officer.

(b) The diversity plan shall address, at a minimum, the Contractor's approach to ensure an effective diversity program (including addressing applicable affirmative action and equal employment opportunity regulations) to include: (1) a statement of the Contractor's policies and practices; and (2) planned initiatives and activities which demonstrate a commitment to a diversity program, including recruitment strategies for hiring a diverse work force. The diversity plan shall also address, as a minimum, the Contractor's approach for promoting diversity through (1) the Contractor's work force; (2) educational outreach, including a mentor-protégé program; (3) stakeholder involvement and outreach; (4) subcontracting; and (5) economic development.

(c) An annual diversity report shall be submitted pursuant to Section J, Attachment J-2, Deliverables. This report shall provide a list of accomplishments achieved, both internally and externally during the current reporting period, and projected initiatives during the next reporting period. The report shall also list any proposed changes to the diversity plan which shall be subject to the Contracting Officer's approval.

~~H.11~~**H.10** **DOE-H-2047 Federal Holidays And Other Closures (OCT 2014)**

(a) Designated Federal holidays. Federal employees observe the following Federal holidays:

- (1) New Year's Day
- (2) Birthday of Martin Luther King, Jr.
- (3) Washington's Birthday
- (4) Memorial Day
- (5) Independence Day
- (6) Labor Day
- (7) Columbus Day
- (8) Veterans Day
- (9) Thanksgiving Day
- (10) Christmas Day

Generally, Federal holidays that fall on Saturday are observed on the preceding Friday; and holidays that fall on Sunday are observed on the following Monday. The exact calendar day and/or date on which any of the listed holidays are observed may change year to year.

(b) Other Federal Holidays. In addition to the holidays specified above in paragraph (a), Federal employees may observe other holidays designated by Federal Statute, Executive Order, or Presidential Proclamation as a one-time, day-off such as Inauguration Day for the President of the United States.

(c) Unscheduled closures. Occasionally, an individual Federally-owned or -controlled site or facility will be closed or have an early closure on a normal work day for other reasons such as inclement weather or facility conditions. If an unplanned closure occurs, the Contractor will be

notified as soon as possible after the determination that the Federally-owned or -controlled site or facility will be closed.

(d) The Contractor shall provide the services required by the contract at Federally-owned or – controlled sites or facilities on all regularly scheduled Federal work days and other days as may be required by the contract. The Contractor shall not provide the services required by the contract on those days, or portions thereof, specified in paragraphs (a), (b) and (c), except as required under paragraph (e). Accordingly, the Contractor’s employees, whose regular duty station in performance of this contract is a Federally-owned or controlled site or facility, shall not be granted access to the facility during those times specified in paragraphs (a), (b) and (c), unless required by paragraph (e) below.

(e) There may be times that the Contractor is required to perform the services required by the contract on a Federal holiday or other closure times. In the event that such performance is required, the Contracting Officer will notify the Contractor, in writing, and specify the extent to which performance of the contract will be required. The Contractor shall provide sufficient personnel to perform the contractually-required work on those days, as directed by the Contracting Officer.

(f) In accordance with the payment and other applicable clauses of the contract, the Government will not pay the Contractor for its employees’ regularly scheduled work hours not actually provided directly in performance of the contract due to an unscheduled closure as contemplated in paragraphs (b) and (c) above.

~~H.12~~H.11 **DOE-H-2048 Public Affairs – Contractor Releases Of Information (OCT 2014)**

In implementation of the clause at DEAR 952.204-75, Public Affairs, all communications or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed under the contract shall be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least 14 calendar days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under this contract. The Contracting Officer will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

~~H.13~~H.12 **DOE-H-2049 Insurance Requirements (OCT 2014)**

(a) In accordance with the clause FAR 52.228-7, Insurance – Liability to Third Persons, the following types and minimum amounts of insurance shall be maintained by the Contractor:

- (1) Workers’ compensation – Amount in accordance with applicable Federal and State workers’ compensation and occupational disease statutes.
- (2) Employer’s liability – \$100,000 (except in States with exclusive or monopolistic funds that do not permit worker’s compensation to be written by private carriers).
- (3) Comprehensive bodily injury liability – \$500,000.

- (4) Property damage liability – None, unless otherwise required by the Contracting Officer.
- (5) Comprehensive automobile bodily injury liability – \$200,000 per person and \$500,000 per occurrence.
- (6) Comprehensive automobile property damage – \$20,000 per occurrence.

(b) The Contractor shall provide evidence of such insurance, if requested by the Contracting Officer; and the Contracting Officer may require such evidence to be provided prior to the commencement of work under the contract.

~~H.14~~H.13 DOE-H-2053 Worker Safety And Health Program In Accordance With 10 CFR 851 (OCT 2014)

(a) The Contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, Worker Safety and Health Program, and any applicable DOE Directives incorporated into the contract. The Contractor shall develop, implement, and maintain a written Worker Safety and Health Program (WSHP) which shall describe the Contractor's method for complying with and implementing the applicable requirements of 10 CFR 851. The WSHP shall be submitted to and approved by DOE. The approved WSHP must be implemented prior to the start of work. In performance of the work, the Contractor shall provide a safe and healthful workplace and must comply with its approved WSHP and all applicable federal and state environment, health, and safety regulations.

(b) The Contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. When more than one contractor works in a shared workplace, the Contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. The Contractor shall participate in all emergency response drills and exercises related to the Contractor's work and interface with other DOE contractors.

(c) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer Representative (COR). Upon request, the Contractor shall provide to the COR a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for work performed at DOE facilities.

(d) The Contracting Officer may notify the Contractor, in writing, of any noncompliance with the terms of this clause, and the corrective action(s) to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action(s).

(e) In the event that the Contractor fails to comply with the terms and conditions of this clause, the Contracting Officer may, without prejudice to any other legal or contractual rights, issue a stop-work order halting all or any part of the work. Thereafter, the Contracting Officer may, at his or her discretion, cancel the stop-work order so that the performance of work may be

resumed. The Contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule due to any stop-work order issued under this clause.

(f) The Contractor shall flow down the requirements of this clause to all subcontracts at any tier.

(g) In the event of a conflict between the requirements of this clause and 10 CFR 851, the requirements of 10 CFR 851 shall take precedence.

~~H.15~~ **H.14 DOE-H-2056 Annual Indirect Billing Rates (OCT 2014)**

(a) Pursuant to the clause at FAR 52.216-7, Allowable Cost and Payment, indirect billing rates, revised billing rates (as necessary), and final indirect cost rate agreements must be established between the Contractor and the Department of Energy (DOE) for each of the Contractor's fiscal years for the life of the cost reimbursement type contract. These indirect rate agreements allow the Contractor to recover indirect expenses incurred during a fiscal year for which final indirect rates have not been established.

(b) Indirect billing and revised indirect billing rate proposals must represent the Contractor's best estimate of the anticipated indirect expenses to be incurred and the estimated allocation base for the current fiscal year in accordance with its approved accounting system. Revised billing rates allow the adjustment of the approved billing rates, based upon updated information, in order to prevent significant over or under billings.

(c) The establishment of rates for the reimbursement of independent research and development/bid and proposal costs shall be in accordance with the provisions of FAR Subpart 42.7, "Indirect Cost Rates," FAR 31.205-18, "Independent Research and Development and Bid and Proposal Costs," and DEAR 931.205-18, "Independent Research and Development (IR&D) and Bid and Proposal (B&P) Costs."

(d) Paragraph (e) below, identifies the requirements and process to be followed by the Contractor in establishing indirect rates for contracts when DOE is the Cognizant Federal Agency (CFA) and when DOE is not the CFA. Specific instructions for submittal of indirect rate proposals to agencies other than DOE must be obtained from the agency involved.

(e) Requirements whether or not DOE is the CFA.

(1) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable sections of FAR Part 30, Cost Accounting Standards, FAR Part 31 and DEAR 931, Contract Cost Principles and Procedures, in effect as of the date of this contract.

(2) Pending settlement of the final indirect expense rates for any period, the Contractor shall be reimbursed at billing rates approved by the CFA subject to acknowledgment by the cognizant DOE Contracting Officer. These billing rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are

settled, either by mutual agreement or unilateral determination by the CFA subject to acknowledgment by the cognizant DOE Contracting Officer.

(3) The Contractor shall continue to use the latest DOE or CFA approved billing rate(s) which have been acknowledged by the cognizant DOE Contracting Officer until those rates are superseded by establishment of final rates or more current billing rates. In those cases where current billing rates have not been established, the latest approved final rates shall be used for invoicing, unless it is determined by the cognizant DOE Contracting Officer that use of said rates would not provide for an equitable recovery of indirect costs. In those instances, the cognizant DOE Contracting Officer will take whatever steps are necessary to establish rates that DOE considers to be reasonable for billing purposes.

~~H.16~~**H.15** **DOE-H-2058 Designation And Consent Of Major Or Critical Subcontracts (OCT 2014)**

(a) In accordance with the clause at FAR 52.244-2(~~dj~~), Subcontracts, the following subcontracts have been determined to be major or critical subcontracts:

[Offeror to fill-in and submit with proposal-insert the names of major or critical subcontracts subject to the operation of this clause]

(b) In the event that the Contractor plans either to award or use a new major or critical subcontract or replace an existing, approved major or critical subcontract identified in paragraph (a) above, the Contractor shall provide advance notification to, and obtain consent from, the Contracting Officer, notwithstanding the consent requirements under any approved purchasing system or any other terms or conditions of the contract. Consent to these subcontracts is retained by the Contracting Officer and will not be delegated.

~~H.17~~**H.16** **DOE-H-2059 Preservation Of Antiquities, Wildlife And Land Areas (OCT 2014)**

(a) Federal Law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics and artifacts. The Contractor shall control the movements of its personnel and its subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to report to the Contracting Officer the existence of any antiquities so discovered.

(b) The Contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat mitigation plans and permits. Furthermore, all wildlife must be protected consistent with programs approved by the Contracting Officer.

(c) Except as required by or specifically provided for in other provisions of this contract, the Contractor shall not perform any excavations, earth borrow, preparation of borrow areas, or

otherwise disturb the surface soils within the job site without the prior approval of DOE or its designee.

~~H.18~~H.17 **DOE-H-2062 Personal Identity Verification Of Contractor Personnel (OCT 2014)**

(a) Pursuant to the clause at FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall comply with applicable DOE regulations, policies and directives regarding identification, credential and access management for its personnel who have routine physical access to DOE-owned or -controlled sites or facilities or routine access to DOE information systems.

(b) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified elsewhere in the contract pursuant to the clause Section I, I.99, DEAR 970.5204-2, Laws Regulations and DOE Directives.

~~H.19~~H.18 **DOE-H-2063 Confidentiality Of Information (OCT 2014)**

(a) Performance of work under this contract may result in the Contractor having access to confidential information via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such confidential information includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Government or other companies or organizations. The Contractor shall treat this information as confidential and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the Contracting Officer.

(b) The restrictions set out in paragraph (a) above, however, do not apply to—

- (1) Information which, at the time of receipt by the Contractor, is in the public domain;
- (2) Information which, subsequent to receipt by the Contractor, becomes part of the public domain through no fault or action of the Contractor;
- (3) Information which the Contractor can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained by performing work under this contract;
- (4) Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence; or
- (5) Information which is subject to release under applicable law.

(c) The Contractor shall obtain a written agreement from each of its employees who are granted access to, or furnished with, confidential information, whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract. The agreement shall be in a form satisfactory to the Contracting Officer.

(d) Upon request of the Contracting Officer, the Contractor agrees to execute an agreement with any party which provides confidential information to the Contractor pursuant to this contract, or

whose facilities the Contractor is given access to that restrict use and disclosure of confidential information obtained by the Contractor. A copy of the agreement, which shall include all material aspects of this clause, shall be provided to the Contracting Officer for approval.

(e) Upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing the confidential or proprietary information it receives under this contract and identify the source (company, companies or other organizations) of the information.

(f) The Contractor agrees to flow down this clause to all subcontracts issued under this contract.

H.20 | H.19 DOE-H-2064 Use of Information Technology Equipment, Software, and Third Party Services - Alternate I (OCT 2014)

(a) Acquisition of Information Technology. The Government may provide information technology equipment, existing computer software (as described in 48 CFR 27.405), and third party services for the Contractor's use in the performance of the contract; and the Contracting Officer may provide guidance to the Contractor regarding usage of such equipment, software, and third party services. The Contractor is not authorized to acquire (lease or purchase) information technology equipment, existing computer software, or third party services at the Government's direct expense without prior written approval of the Contracting Officer. Should the Contractor propose to acquire information technology equipment, existing computer software, or third party services, the Contractor shall provide to the Contracting Officer justification for the need, including a complete description of the equipment, software or third party service to be acquired, and a lease versus purchase analysis if appropriate.

(b) The Contractor shall immediately provide written notice to the Contracting Officer's Representative when an employee of the Contractor no longer requires access to the Government information technology systems.

(c) The Contractor shall not violate any software licensing agreement, or cause the Government to violate any licensing agreement.

(d) The Contractor agrees that its employees will not use, copy, disclose, modify, or reverse engineer existing computer software provided to it by the Government except as permitted by the license agreement or any other terms and conditions under which the software is made available to the Contractor.

(e) If at any time during the performance of this contract the Contractor has reason to believe that its utilization of Government furnished existing computer software may involve or result in a violation of the software licensing agreement, the Contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the Contractor shall continue performance of the work required under this contract without utilizing the software.

(f) The Contractor agrees to include the requirements of this clause in all subcontracts at any tier.

(g) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified below in implementing the requirements of this clause. The Contracting Officer, may, at any time, unilaterally amend this clause in order to add, modify or delete specific requirements.

~~H.21~~**H.20 DOE-H-2065 Reporting Of Fraud, Waste, Abuse, Corruption, Or Mismanagement (OCT 2014)**

The Contractor shall comply with the following:

(a) Notify employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts, or information technology systems to an appropriate authority (e.g., OIG, other law enforcement, supervisor, employee concerns office, security officials). Examples of violations to be reported include, but are not limited to, allegations of false statements; false claims; bribery; kickbacks; fraud; DOE environment, safety, and health violations; theft; computer crimes; contractor mischarging; conflicts of interest; and conspiracy to commit any of these acts. Contractors must also ensure that their employees are aware that they may always report incidents or information directly to the Office of Inspector General (OIG).

(b) Display the OIG hotline telephone number in buildings and common areas such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.

(c) Publish the OIG hotline telephone number in telephone books and newsletters under the Contractor's cognizance.

(d) Ensure that its employees report to the OIG within a reasonable period of time, but not later than 24 hours after discovery, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement, that have been referred to Federal, State, or local law enforcement entities.

(e) Ensure that its employees report to the OIG any allegations of reprisals taken against employees who have reported to the OIG fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.

(f) Ensure that its managers do not retaliate against DOE contractor employees who report fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.

(g) Ensure that all their employees understand that they must—

(1) Comply with requests for interviews and briefings and must provide affidavits or sworn statements, if so requested by an employee of the OIG so designated to take affidavits or sworn statements;

- (2) Not impede or hinder another employee's cooperation with the OIG; and
- (3) Not take reprisals against DOE contractor employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.

(h) Seek more specific guidance concerning reporting of fraud, waste, abuse, corruption, or mismanagement, and cooperation with the Inspector General, in DOE directives.

~~H.22~~ **H.21 DOE-H-2070 Key Personnel (OCT 2014)**

(a) Pursuant to the clause at DEAR 952.215-70, Key Personnel, the key personnel for this contract are identified below:

Key Personnel Position Title	Key Personnel Name
Principal Project Manager	Offeror to fill-in
Senior Project Manager – Decommissioning Plan	Offeror to fill-in
Senior Project Manager – Supplemental Environmental Impact Statement	Offeror to fill-in
Subject Matter Expert- Decommissioning Plan	Offeror to fill-in

In addition to the requirement for the Contracting Officer’s approval before removing, replacing, or diverting any of the listed key personnel, the Contracting Officer’s approval is also required for any change to the position assignment of a current key person.

(b) Key personnel team requirements. The Contracting Officer and designated Contracting Officer's Representative(s) shall have direct access to the key personnel assigned to the contract. All key personnel shall be permanently assigned to their respective positions.

(c) Definitions. In addition to the definitions contained in the clause at DEAR 952.215-70, the following shall apply:

- (1) The term “reasonably in advance” is defined as 14 calendar days.
- (2) Key personnel are considered “managerial personnel” under the clause at FAR 52.24528-17 ~~GOVERNMENT PROPERTY INSURANCE – LIABILITY TO THIRD PERSONS.~~

~~H.23~~ ~~H.22~~ **DOE-H-2071 Department of Energy Directives (OCT 2014)**

(a) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy (DOE) directives, or parts thereof listed in Section J, Attachment ~~included below~~ ~~(insert attachment number)~~ or identified elsewhere in the contract.

DOE O 243.1B Admin Chg 1	Records Management Program
DOE O 414.1D Admin Chg 1	Quality Assurance
American Society of Mechanical Engineers (ASME) NQA-1-2008, and addenda through 2009	Quality Assurance Requirements for Nuclear Facility Applications
EM-QA-001	Environmental Management (EM) Quality Assurance Plan

10 CFR 830	Nuclear Safety Management Subpart A - Quality Assurance Requirements
DOE O 442.1.A	Department of Energy Employee Concerns Program <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— <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

(b) The Contracting Officer may, at any time, unilaterally amend this clause, or other clauses which incorporate DOE directives, in order to add, modify or delete specific requirements. Prior to revising the listing of directives, the Contracting Officer shall notify the Contractor in writing of the Department's intent to revise the list, and the Contractor shall be provided with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule, and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the listing of directives and so advise the Contractor not later than 30 days prior to the effective date of the revision.

(c) Notwithstanding the process described in paragraph (b), the Contracting Officer may direct the Contractor to immediately begin compliance with the requirements of any directive.

(d) The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision pursuant to the clause of this contract at FAR 52.243-3 Changes - Time-and-Materials or Labor Hour. .

(e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor shall include this clause in all subcontracts to the extent necessary to ensure the Contractor's compliance with these requirements.

~~H.24~~H.23 **DOE-H-2076 LOBBYING RESTRICTIONS (OCT 2014)**

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

~~H.25~~H.24 **WORK PLAN PROCEDURES**

(a) Only the CO may approve the contractor's work plans, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule.

(b) 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 work plan to the CO for approval.

(e) The Contractor shall submit monthly work plan progress reports. At 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 for a PWS work element, the Contractor shall promptly submit to the CO and COR a revised work plan for that PWS work element with explanatory notes. Revised work plans submitted by the Contractor are subject to the review and approval of the CO.

~~H.26~~H.25 **QUALITY ASSURANCE SYSTEM**

The Contractor shall implement a DOE-approved Quality Assurance Program (QAP) (see ATTACHMENT J-2: LIST OF CONTRACT DELIVERABLES/SUBMITTALS) in accordance with the current revision of the EM Quality Assurance Program, EM-QA-001, prior to commencement of work affecting nuclear safety. The EM QAP provides the basis to achieve quality across the EM complex for all mission-related work while providing a consistent approach to Quality Assurance (QA).

EM requires that American Society of Mechanical Engineers (ASME) NQA-1-2008, *Quality Assurance Requirements for Nuclear Facility Applications*, and addenda through 2009 be implemented as part of the Contractor's QA Program for work affecting nuclear safety. The required portions of NQA-1 to be implemented include: Introduction, Part I, and as applicable portions of Part II. NQA-1 Parts III and IV are to be used as guidance for the Contractor's QAP and implementing procedures.

Contractors have three options for complying with this contract requirement:

- 1) Develop and submit for DOE approval a new QAP;
- 2) Adopt the prior Contractor's DOE-approved QAP; or
- 3) Modify the prior Contractor's DOE-approved QAP and submit it for DOE approval.

Development of a new QAP, or adoption of an existing or modified version of a QAP from a prior contractor, does not alter a contractor's legal obligation to comply with 10 CFR 830, other regulations affecting quality assurance (QA) and DOE Order 414.1D, Quality Assurance.

The Contractor's QAP shall describe the overall implementation of the EM QA requirements and shall be applied to all work performed by the Contractor (e.g., research, design/engineering, construction, operation, budget, mission, safety, and health). Specifically, the contractor's QAP shall also describe the supply chain for electronic subcomponents, require procurement of sub-components only from original equipment manufacturers or original equipment manufacturer authorized distributors, and require electronic subcomponents be procured from vendors with a documented successful history with the supplier.

The Contractor shall develop and implement a comprehensive Issues Management System for the identification, assignment of significance category, and processing of nuclear safety-related and non-safety related issues identified within the Contractor's organization. The significance assigned to the issues shall be the basis for all actions taken by the contractor in correcting the issue from initial causal analysis, reviews for reporting to DOE, through completion of Effectiveness Reviews if required based on the seriousness of the issue.

The Contractor shall, at a minimum, annually review and update as appropriate, their QAP. The review and any changes shall be submitted to DOE for approval. Changes shall be approved before implementation by the Contractor.

In order to most effectively accomplish this Contract, the Government proposes to form a cohesive partnership with the Contractor. It is a way of doing business based upon trust, dedication to common goals, and an understanding and respect of each other's expectations and values. The process creates a teambuilding environment which fosters better communication and problem solving, and a mutual trust between the participants. These key elements create a climate in which issues can be raised, openly discussed, and jointly settled, without getting into an adversarial relationship. In this way, partnering is a mindset, and a way of doing business. It is an attitude toward working as a team, and achieving successful project execution. This endeavor seeks an environment that nurtures team building cooperation, and trust between the Government and the Contractor. The partnership strives to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule.

Participation in the partnership will be totally voluntary by the parties. Any cost associated with effectuating this partnership will be agreed to by both parties during Contract performance. The U.S. Army Corps of Engineers has championed partnering and their guidelines will be utilized in organizing partnering meetings and establishing a partnering agreement.

PART II - CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

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(es):**

Regulations URLs: (Click on the appropriate regulation.)

<http://www.acquisition.gov/far>

<http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation>

Clause No.	Title	Fill-In Information See FAR 52.104(d)
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 (OCT 2015)	
I.11 52.203-14	DISPLAY OF HOTLINE POSTER(S) (OCT 2015)	(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 RECYCLED 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 (OCT 2015)	
<u>I.17</u>	<u>52.204-13</u>	<u>SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)</u>	
I.17 I.18	52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)	
I.18 I.19	52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2015)	
I.19 I.20	52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)	
I.20 I.21	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)	
I.21 I.22	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)	
I.22 I.23	52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)	
I.23 I.24	52.215-2	AUDIT AND RECORDS--NEGOTIATION (OCT 2010)	
I.24 I.25	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)	
I.25 I.26	52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS (AUG 2011)	
I.26 I.27	52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010)	
I.27 I.28	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)	[Note: The government will include FAR 52.215-17 in the final contract if the winning proposal does not include FCCOM.]
I.28 I.29	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)	
I.29 I.30	52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) - <u>ALTERNATE III (OCT 1997)</u>	
<u>I.31</u>	<u>52.215-23</u>	<u>LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)</u>	
I.30 I.32	52.216-7	ALLOWABLE COST AND PAYMENT (JUN 2013)	(a) <i>Invoicing.</i> (3) The designated payment office will make interim payments for contract

West Valley Demonstration Project
Development of a Supplemental Environmental Impact Statement
Draft Request for Proposal No. DE-SOL-0009226

		financing on the <u>30th</u> day after the designated billing office receives a proper payment request.
<u>I.34I.33</u> 52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)	The Contracting Officer may exercise the option by written notice to the Contractor within <u>30 calendar days of the contract expiration date</u> .
<u>I.32I.34</u> 52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)	
<u>I.33I.35</u> 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)	
<u>I.34I.36</u> 52.219-14	LIMITATIONS ON SUBCONTRACTING (NOV 2011)	
<u>I.35I.37</u> 52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)	(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed: The Contractor represents that it [OFFEROR Fill-In] is, [OFFEROR Fill-In] is not a small business concern under NAICS Code 541620 assigned to contract number TBD. <i>[Contractor to sign and date and insert authorized signer's name and title fill-in after award as applicable].</i>
<u>I.36I.38</u> 52.222-3	CONVICT LABOR (JUN 2003)	
<u>I.37I.39</u> 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)	
<u>I.38I.40</u> 52.222-26	EQUAL OPPORTUNITY (APR 2015)	
<u>I.41</u> 52.222-35	<u>EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)</u>	
<u>I.39I.42</u> 52.222-37	EMPLOYMENT REPORTS ON VETERANS (FEB 2016)	
<u>I.40I.43</u> 52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)	
<u>I.41I.44</u> 52.222-50	COMBATING TRAFFICKING IN PERSONS (MAR 2015)	
<u>I.42I.45</u> 52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)	
<u>I.43I.46</u> 52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)	
<u>I.44I.47</u> 52.223-6	DRUG-FREE WORKPLACE (MAY 2001)	
<u>I.45I.48</u> 52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)	
<u>I.46I.49</u> 52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)	

West Valley Demonstration Project
Development of a Supplemental Environmental Impact Statement
Draft Request for Proposal No. DE-SOL-0009226

I.47 <u>I.50</u> 52.225-1	BUY AMERICAN – SUPPLIES (MAY 2014)	
I.48 <u>I.51</u> 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)	
I.49 <u>I.52</u> 52.227-14	RIGHTS IN DATA-GENERAL (MAY 2014)	
I.50 <u>I.53</u> 52.227-17	RIGHTS IN DATA--SPECIAL WORKS (DEC 2007)	
I.54 <u>I.54</u> 52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL) (Jun 1987)	Except for data contained on pages [OFFEROR Fill-In], it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the “Rights in Data -- General” clause contained in this contract) in and to the technical data contained in the proposal dated [OFFEROR Fill-In], upon which this contract is based.
I.52 <u>I.55</u> 52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)	
I.53 <u>I.56</u> 52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2012)	(h) <i>Interim payments.</i> (2) The designated payment office will make interim payments for contract financing on the 30 th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.
I.54 <u>I.57</u> 52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)	
I.55 <u>I.58</u> 52.232-17	INTEREST (MAY 2014)	
I.56 <u>I.59</u> 52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014)	
I.57 <u>I.60</u> 52.232-25	PROMPT PAYMENT (JUL 2013)	
I.58 <u>I.61</u> 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT (JUL 2013)	
I.59 <u>I.62</u> 52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)	
I.60 <u>I.63</u> 52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)	
I.61 <u>I.64</u> 52.233-1	DISPUTES (MAY 2014)	
I.62 <u>I.65</u> 52.233-3	PROTEST AFTER AWARD (AUG 1996)	
I.63 <u>I.66</u> 52.233-3	PROTEST AFTER AWARD (AUG 1996)	
I.64 <u>I.67</u> 52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)	
I.65 <u>I.68</u> 52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND	

West Valley Demonstration Project
Development of a Supplemental Environmental Impact Statement
Draft Request for Proposal No. DE-SOL-0009226

	VEGETATION (APR 1984)	
I.66 <u>I.69</u> 52.237-3	CONTINUITY OF SERVICES (JAN 1991)	
I.67 <u>I.70</u> 52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)	
I.68 <u>I.71</u> 52.242-3	PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)	
I.69 <u>I.72</u> 52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)	
I.70 <u>I.73</u> 52.242-13	BANKRUPTCY (JUL 1995)	
I.71 <u>I.74</u> 52.243-3	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)	
I.72 <u>I.75</u> 52.244-2	SUBCONTRACTS (OCT 2010)	(d)Any subcontract to replace any of the subcontracts noted in Paragraph (j) of this clause as well as any subcontract equal to or greater than \$750,000 (j) any and all subcontractors evaluated prior to contract award (as contained in Section H.16, DOE-H-2058) and all subcontractors evaluated prior to the award of contract modifications
I.73 <u>I.76</u> 52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2016)	
I.74 <u>I.77</u> 52.245-1	GOVERNMENT PROPERTY (APR 2012)	
I.75 <u>I.78</u> 52.245-9	USE AND CHARGES (APR 2012)	
I.76 <u>I.79</u> 52.246-25	LIMITATION OF LIABILITY--SERVICES (FEB 1997)	
I.77 <u>I.80</u> 52.248-1	VALUE ENGINEERING (OCT 2010)	(m) Contracting Officer fill-in at award
I.78 <u>I.81</u> 52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) – ALTERNATE IV (SEP 1996)	
I.79 <u>I.82</u> 52.249-14	EXCUSABLE DELAYS (APR 1984)	
I.80 <u>I.83</u> 52.253-1	COMPUTER GENERATED FORMS (JAN 1991)	
I.81 <u>I.84</u> 952.202-1	DEFINITIONS (FEB 2011)	
I.82 <u>I.85</u> 952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)	
I.83 <u>I.86</u> 952.204-75	PUBLIC AFFAIRS (DEC 2000)	
I.84 <u>I.87</u> 952.204-77	COMPUTER SECURITY (AUG 2006)	
I.85 <u>I.88</u> 952.208-70	PRINTING (APR 1984)	
I.86 <u>I.89</u> 952.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009)	(b)(1)(i) zero (0)
I.87 <u>I.90</u> 952.215-70	KEY PERSONNEL (DEC 2000)	(a) See Section H Key Personnel
I.88 <u>I.91</u> 952.216-7	ALLOWABLE COST AND PAYMENT (FEB 2011)	
I.89 <u>I.92</u> 952.226-74	DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)	
I.90 <u>I.93</u> 952.242-70	TECHNICAL DIRECTION (DEC 2000)	
I.91 <u>I.94</u> 952.251-70	CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (AUG 2009)	
I.92 <u>I.95</u> 970.5204-2	LAWS, REGULATIONS AND DOE DIRECTIVES (DEC 2000)	
I.93 <u>I.96</u> 970.5204-3	ACCESS TO AND OWNERSHIP OF RECORDS (OCT 2014)	

I.94 I.97 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 anytime prior to the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days 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.

I.95 52.222-35

~~EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)~~

I.96

I.97 ~~(a) Definitions. As used in this clause—~~

I.98 ~~“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.~~

I.99

I.100 ~~(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.~~

I.101

I.102 ~~(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate of identify properly the parties and their undertakings.~~

I.103

I.104 52.222-36 ~~EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)~~

I.105

I.106 ~~(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.~~

I.107

I.108 ~~(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.~~

DRAFT

SECTION J

ATTACHMENT J-1: POSITION QUALIFICATIONS

PRINCIPAL PROJECT MANAGER (KEY PERSONNEL)

The Principal Project Manager must have demonstrated experience managing the preparation of environmental impact statements (EIS), supplemental environmental impact statements (SEIS), decommissioning plans (DP), and environmental permitting/licensing actions at U.S. Department of Energy (DOE), U.S. Nuclear Regulatory Commission (NRC) licensed, and/or U.S. Environmental Protection Agency (EPA) regulated facilities with facilities that have the complexity of those at the WVDP and WNYNSC. The individual shall have a minimum of a Bachelor of Science degree in mathematics, engineering, or physical sciences and 10 or more years of project management experience. The position of Principal Project Manager may include other non-Key Personnel collateral duties as proposed by the Contractor.

SENIOR PROJECT MANAGER - DECOMMISSIONING PLAN (KEY PERSONNEL)

The Senior Project Manager for the Decommissioning Plan must have demonstrated experience in managing the preparation of decommissioning plans, including associated dose modeling, development of derived concentration guideline levels (DCGL), ALARA analyses, and the development of facility radiation surveys including MARSSIM final status survey plans, for licensed NRC facilities that have resulted in the receipt of an approved NRC technical evaluation report. This individual must have demonstrated experience working closely with NRC managerial and technical staff and those of other federal and state regulatory agencies on previous decommissioning plan projects including scoping and technical information meetings and radioactive materials license applications and/or amendments. He or she would be expected to support the public scoping process for the Supplemental Environmental Impact Statement, the development of reasonable Phase 2 decommissioning alternatives, and the preparation of conceptual engineering design reports. He or she must have a minimum of a Bachelor of Science degree in mathematics, engineering, or physical sciences and 10 years or more of project management experience. He or she must have the demonstrated ability to manage and direct large and complex engineering, environmental or consultation projects, and have demonstrated responsibility for all aspects of project planning and scheduling, cost estimating and monitoring, and quality review. He or she must have demonstrated the ability to direct and coordinate a variety of professional disciplines to achieve project goals. The position of Senior Project Manager – Decommissioning Plan may include other non-Key Personnel collateral duties as proposed by the Contractor.

SENIOR PROJECT MANAGER - SUPPLEMENTAL ENVIRONMENTAL IMPACT STATEMENT (KEY PERSONNEL)

The Senior Project Manager for the Supplemental Environmental Impact Statement must have demonstrated experience in managing the preparation of an EIS and/or SEIS, including

supporting the public scoping and public review processes, the development of reasonable decommissioning alternatives and experience interpreting the results of a probabilistic performance assessment to evaluate radiological and chemical environmental, human health, and transportation impacts for DOE and NRC facilities with the complexity of those at the WVDP and WNYNSC. This individual must have demonstrated experience working closely with DOE and NRC managerial and technical staff and those of other federal and state regulatory agencies on previous EIS/SEIS projects. He or she must have a minimum of a Bachelor's Degree in mathematics, engineering, or physical sciences and 10 years or more of project management experience. He or she must have the demonstrated ability to manage and direct large and complex engineering, environmental or consultation projects, and have demonstrated responsibility for all aspects of project planning and scheduling, cost estimating and monitoring, and quality review. He or she must have demonstrated the ability to direct and coordinate a variety of professional disciplines to achieve project goals. The position of Senior Project Manager – Supplemental Environmental Impact Statement may include other non-Key Personnel collateral duties as proposed by the Contractor.

SENIOR PROJECT MANAGER

The Senior Project Manager must have demonstrated experience in managing the preparation of license applications and permit modifications for DOE, EPA, NRC, and state regulated radioactive waste land disposal facilities. The preparation of documents including conceptual engineering design reports to support the development of EIS or SEIS for DOE and NRC facilities with the complexity of those at the WVDP and WNYNSC. This individual must have demonstrated experience working with DOE and NRC managerial and technical staff and those of other federal and state regulatory agencies on previous EIS/SEIS projects. He or she must have a minimum of a Bachelor's Degree in mathematics, engineering, or physical sciences and 10 years or more of project management experience. He or she must have the demonstrated ability to manage and direct large and complex engineering, environmental or consultation projects, and have demonstrated responsibility for all aspects of project planning and scheduling, cost estimating and monitoring, and quality review. He or she must have demonstrated the ability to direct and coordinate a variety of professional disciplines to achieve project goals.

SUBJECT MATTER EXPERT - DECOMMISSIONING PLAN (KEY PERSONNEL)

The Subject Matter Expert for the Decommissioning Plan must have demonstrated experience in radiological dose modeling to support the development of site specific derived concentration guideline levels (DCGL) for soils and the preparation of ALARA analyses for licensed NRC facilities that have resulted in the receipt of an approved NRC technical evaluation report. This individual must have demonstrated experience working closely with NRC managerial and technical staff and those of other federal and state regulatory agencies on previous decommissioning plan projects including scoping and technical information meetings and radioactive materials license applications and/or amendments. He or she would be expected to support the public scoping process for the Supplemental Environmental Impact Statement, the development of reasonable Phase 2 decommissioning alternatives, and the preparation of conceptual engineering design reports. This individual must have a minimum of a Bachelor's

Degree in mathematics, engineering, or physical sciences and 10 or more years of dose modeling and ALARA analysis experience. The position of Subject Matter Expert – Decommissioning Plan may include other non-Key Personnel collateral duties as proposed by the Contractor.

SUBJECT MATTER EXPERT

The Subject Matter Expert must have demonstrated experience developing:

- Engineering design reports to support DOE and NRC radioactive waste tank and land disposal facility closure including estimates of: labor, waste disposal, materials, construction, and excavation costs; radiological and non-radiological environmental releases; personnel injuries, fatalities, and radiation exposure; volumes and classification of radiological and non-radiological waste; and post-closure costs and monitoring requirements
- Evaluation of short- and long-term environmental and human health impacts associated with the closure of DOE and NRC radioactive waste tank and land disposal facilities to meet the requirements of the National Environmental Policy Act (NEPA) including transportation analyses, climate change and erosion analyses
- Radioactive materials license applications, modifications, and/or amendment applications for DOE, EPA, NRC, and state regulated radioactive waste land disposal facilities.

Subject Matter Experts must have demonstrated experience working with the DOE, EPA, and/or NRC managerial and technical staff and of other federal and state regulatory agencies on previous EIS, SEIS, decommissioning, and/or licensing projects. He or she must have a minimum of a Bachelor's Degree in mathematics, engineering, or physical sciences and 10 years or more of project management experience.

SENIOR ENGINEER-OR, SENIOR SCIENTIST, OR SENIOR TECHNICAL SPECIALIST

The Senior Engineer-~~or~~, Senior Scientist, or Senior Technical Specialist 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: A 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.

PROJECT ENGINEER-OR, PROJECT SCIENTIST, OR PROJECT TECHNICAL SPECIALIST

The Project Engineer-~~or~~, Project Scientist, or Project Technical Specialist 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: A 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.

ENGINEER-OR, SCIENTIST, OR TECHNICAL SPECIALIST

The Engineer, ~~or~~ Scientist, or Technical Specialist 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: A Master's or Bachelor's degree in mathematics, engineering, or physical sciences.

SENIOR TECHNICAL EDITOR

The Senior Technical Editor 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 EDITOR

The Technical Editor 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.

RECORDS/DOCUMENT CONTROL SPECIALIST

The Records/Document Control 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.

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.

SECTION J

ATTACHMENT J-2: DELIVERABLES

The table below, Summary of Contract Deliverables, summarizes the specific products the Contractor shall submit to the DOE, the type of action DOE will perform, and the date/timeframe that the Contractor shall submit the product.

Deliverables are considered work scope products, reports or commitments that shall be delivered to DOE. The types of DOE action are defined as:

- **Approve** – The Contractor shall provide the deliverable to DOE for review and approval. Contractor is responsible for obtaining DOE approval. The initial deliverable shall be of sufficient quality, depth, thoroughness, and format to support DOE approval. For some deliverables DOE has identified the initial deliverable date in order to more efficiently plan the appropriate review cycle. DOE will review the deliverable and provide comments in writing. The Contractor shall respond to all written comments and revise the documents incorporating all DOE comments. Once DOE approves a deliverable or document, the Contractor shall place it under change control and shall make no changes to that document without further DOE approval.
- **Information** – The Contractor shall provide the deliverable to DOE for information purposes. DOE will have the option of reviewing the information and providing comments. Contractor shall respond to all written comments.

Summary of Contract Deliverables does not include all required deliverables identified in other applicable sections of the contract, DOE directives, federal regulations, or regulatory documents. The Contractor shall be responsible for the compliance with all applicable standards, orders and regulations under the contract.

All deliverables shall be provided to DOE in searchable electronic format (e.g. PDF) in addition to hardcopy. Letters shall be provided to DOE in an editable electronic format (e.g. Microsoft Word). Deliverables shall be provided in editable electronic format when specified or requested.

West Valley Demonstration Project
 Development of a Supplemental Environmental Impact Statement
 Final Request for Proposal No. DE-SOL-0009226

No.	Deliverable Reference	Deliverable	DOE Action	Deliverable Due Date
1.	Performance Work Statement in Section C	Project Management Plan	Review and Approval	Within 90 days of issuance of the NTP.
2.	Each work scope identified in Section C	Monthly Invoice Package	Review and Approval	An invoice package shall be submitted monthly
3.	Scope of work described in Section C	Quarterly Interim Progress Reports shall include: <ul style="list-style-type: none"> • Current project brief • List of issues being worked • SEIS Contract Progress - will include detailed descriptions of progress on completing the scope of work described in Section C and identification of potential issues requiring further evaluation. SEIS Contract Schedule Status -reporting budget and progress on milestones, and schedules.	Review and Approval	Quarterly
4.	C.03.1.1 through C.03.1.7	Work Plans shall describe: <ul style="list-style-type: none"> • the technical approach for completing the scope of work, • a detailed schedule for completing the work scope, including all required analyses, and draft and final notifications, presentations, chapters, appendices, and documents, a detailed cost estimate for completing the work scope including proposed Contractor staff utilization and billing rates	Review and Approval	Within two weeks of receiving agency notification to prepare a work plan for these work scopes. The Contractor will only begin work on the work scope upon receipt of agency approval of the work plan.
5.	Section C.03.1.1	Phase 2 Decision Making Schedule for the WVDP, WNYNSC, and SDA	Review and Approval	Draft schedule within 30 days of the issuance of the NTP and a final integrated Phase 2 Decision Making Schedule within 30 days of receipt of final comments and

West Valley Demonstration Project
Development of a Supplemental Environmental Impact Statement
Final Request for Proposal No. DE-SOL-0009226

				schedule approval from DOE
6.	Section C.03.1.2	<ul style="list-style-type: none"> • Phase 2 Supplemental Environmental Impact Statement Scoping Activities deliverables include: • the Notice of Intent (NOI) to prepare the Phase 2 SEIS for the WVDP, WNYNSC, and the SDA to submit to the Federal Register, and the State Environmental Notice Bulletin • Meeting materials and transcripts for each of the public meeting minutes. 	Review and Approval	The timeframe for completion is to be determined by the contractor and shall allow DOE and NYSERDA to make a Phase 2 decision for the WVDP, WNYNSC, and the SDA by May 12, 2020.
7.	Section C.03.1.3	<p>Development of Phase 2 Alternatives deliverables include:</p> <ul style="list-style-type: none"> • a draft report detailing the results of the development of Phase 2 alternatives to be evaluated in the SEIS • a final Phase 2 Alternative report to detail results of this work within 30 days of receipt of final comments from DOE and NYSERDA. 	Review and Approval	The timeframe for completion is to be determined by the contractor and shall allow DOE and NYSERDA to make a Phase 2 decision for the WVDP, WNYNSC, and the SDA by May 12, 2020.
8.	Section C.03.1.4	Preparation of Conceptual Engineering Design Reports for each of the reasonable alternatives developed in C.03.1.3 that will be evaluated in the SEIS. These reports will also provide estimates of the resources, materials, and environmental releases associated with the implementation of the proposed Phase 2 alternative.	Review and Approval	The timeframe for completion of C.03.1.4 is to be determined by the contractor and shall allow DOE and NYSERDA to make a Phase 2 decision for the WVDP, WNYNSC, and the SDA by May 12, 2020. Final Conceptual Engineering Design Reports incorporating DOE and NYSERDA review comments within 30 days of receipt of final comments from DOE and

				NYSERDA.
9.	Section C.03.1.5	<p>Preparation of a Supplemental Environmental Impact Statement deliverables include:</p> <ul style="list-style-type: none"> • a draft SEIS for DOE/NYSERDA review, • responses to DOE/NYSERDA review comments on the draft SEIS, • a draft SEIS for cooperating agency review [NRC, U.S. Environmental Protection Agency (EPA), New York State Department of Environmental Conservation (NYSDEC) and New York State Department of Health (NYSDOH)], • responses to inter-agency review comments on the draft SEIS, • a draft SEIS for public comment period review, • assist DOE/NYSERDA in facilitating two public meetings during the public comment period • responses to public review comments on the draft SEIS, • a draft Final SEIS for DOE and cooperating agency review, • a Final SEIS. 	Review and Approval	The timeframe for completion of C.03.1.5 is to be determined by the contractor and shall allow DOE and NYSEDA to make a Phase 2 decision for the WVDP, WNYNSC, and the SDA by May 12, 2020.
10.	Section C.03.1.6	Preparation of Decommissioning Plan(s) deliverables	Review and Approval	The timeframe for completion of C.03.1.6 is to be determined by

West Valley Demonstration Project
Development of a Supplemental Environmental Impact Statement
Final Request for Proposal No. DE-SOL-0009226

		<p>include:</p> <ul style="list-style-type: none"> • draft Decommissioning Plan(s) for agencies technical review, • responses to DOE and NYSERDA review comments on the draft Decommissioning Plan(s), • draft Decommissioning Plan(s) for NRC acceptance review and technical review, • responses to U.S. Nuclear Regulatory Commission (NRC) Requests for Additional Information (RAI), and • revised Decommissioning Plan(s) incorporating responses to NRC RAIs that results in the receipt of an approved NRC Technical Evaluation Reports (TER(s)), and the equivalent approval documentation for the SDA. 		<p>the contractor and shall allow DOE and NYSERDA to make a Phase 2 decision for the WVDP, WNYNSC, and the SDA by May 12, 2020.</p>
11.	Section C.03.1.7	Preparation of Applications for Permitting or Licensing Modifications for the State-licensed Disposal Area	Review and Approval	The work scope and timeframe for completion of C.03.1.7 is to be determined by the contractor and shall allow DOE and NYSERDA to make a Phase 2 decision for the WVDP, WNYNSC, and the SDA by May 12, 2020.
12.	C.03.3	Records Management Plan	Review and Approval	Within 60 days of issuance of the NTP
13.	C.03.3	Records Disposition Plan	Review and Approval	Within 60 days of Contract completion
14.	C.03.6	Citizenship and Credential Requirements	Review and Approval	Within 30 days of issuance of the NTP

West Valley Demonstration Project
 Development of a Supplemental Environmental Impact Statement
 Final Request for Proposal No. DE-SOL-0009226

15.	C.03.9	Corporate Cyber Security Plan	Review and Approval	Within 30 days of issuance of the NTP
16.	H. 91 ⁷⁸	Organizational Conflict of Interest Management Plan	Review and Approval	Within 15 days after NTP
17.	H. 91 ⁹¹	Diversity Program Plan	Review and Approval	Within 60 days after NTP
18.	H. 91 ⁹¹ (c)	Annual Diversity Report	Information	Annually
19.	H. 113 ¹³	Public Affairs - Contractor Releases of Information	Review and Approval	Within 14 days Prior to release
20.	H. 137 ³⁷	Worker Safety and Health Program 10 CFR 851	Review and Approval	Prior to the start of work
21.	H. 148 ⁴⁸ FAR 52.216-7	Annual Indirect Billing Rates	Review and Approval	Annually
22.	H. 159 ⁵⁹ (b)	Advance Notification of Intent to Award of Major or Critical Subcontracts	Review and Approval	Prior to award/termination of subcontract
23.	H. 1822 ²²	Notification of Intent to Disclose Confidential Information	Review and Approval	As Requested
24.	H. 216 ¹⁶	Changing of Key Personnel	Review and Approval	Reasonable in advance before removing, replacing or diverting any of the listed Key Personnel
25.	H. 2530 ³⁰	Quality Assurance Program	Review and Approval	Within 30 days after NTP, and review, at a minimum, annually thereafter

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

TABLE OF CONTENTS

L.01.	FAR 52.216-1 TYPE OF CONTRACT (APR 1984).....	3
L.02.	DOE-L-2014 DATE, TIME AND PLACE OFFERS ARE DUE (OCT 2015)	3
L.03.	DOE-L-2016 NUMBER OF AWARDS (OCT 2015).....	3
L.04.	DOE-L-2017 EXPENSES RELATED TO OFFEROR SUBMISSIONS (OCT 2015)	3
L.05.	DOE-L-2022 ALTERNATE BID/PROPOSAL INFORMATION – NONE (OCT 2015)	3
L.06.	DOE-L-2024 NOTICE OF INTENT - USE OF NON-FEDERAL EVALUATORS AND ADVISORS (OCT 2015)	3
L.07.	FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....	4
L.08	DOE-L-2001 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL-ALTERNATE II (OCT 2015).....	4
L.08.	DOE-L-2002 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME I – OFFER AND OTHER DOCUMENTS -- ALTERNATE VI (OCT 2015)	10
L.10	DOE-L-2009 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – EXPERIENCE (OCT 2015)	14
L.11	PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – KEY PERSONNEL (OCT 2015)	16
L.12	DOE-L-2004 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – TECHNICAL UNDERSTANDING AND APPROACH (OCT 2015)	17
L.13	DOE-L-2010 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – PAST PERFORMANCE (OCT 2015).....	18
L.14	PROPOSAL PREPARATION INSTRUCTIONS - VOLUME III: PRICE PROPOSAL	21

L.16	OFFER ACCEPTANCE PERIOD	23
L.17	DOE-L-2021 GUIDANCE FOR PROSPECTIVE OFFERORS - IMPACT OF TEAMING ARRANGEMENTS ON SMALL BUSINESS STATUS (OCT 2015)	23
L.18	CONTACTS REGARDING FUTURE EMPLOYMENT	23
L.19	DOE-L-2026 SERVICE OF PROTEST (OCT 2015)/FAR 52.233-2 SERVICE OF PROTEST (SEPT 2006)/DEAR 952.233-2 SERVICE OF PROTEST (MAY 2010)	24
L.20	DOE-L-2027 NOTICE OF PROTEST FILE AVAILABILITY (OCT 2015)	24
L.21	DOE-L-2028 AGENCY PROTEST REVIEW (OCT 2015)	25
	LIST OF SECTION L ATTACHMENTS.....	25
	ATTACHMENT L-1: OFFEROR PAST PERFORMANCE AND EXPERIENCE INFORMATION FORM	26
	ATTACHMENT L-2: PAST PERFORMANCE COVER LETTER AND QUESTIONNAIRE.....	28
	 Past Performance Cover Letter	28
	 Past Performance Questionnaire	29
	ATTACHMENT L-3: RESUME FORMAT	33
	ATTACHMENT L-4 – LIST OF CONTRACTS TERMINATED FOR CONVENIENCE OR DEFAULT	34
	ATTACHMENT L-5 – SUMMARY OF COST WORKSHEETS	35
	ATTACHMENT L-7: LABOR CATEGORY CROSSWALK.....	37

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.01. FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Time-and-Materials contract to provide support to the U.S. Department of Energy's West Valley Demonstration Project.

L.02. DOE-L-2014 DATE, TIME AND PLACE OFFERS ARE DUE (OCT 2015)

All Offers required by this solicitation are due at the date, time, and place identified on the Standard Form (SF 33), Solicitation, Offer and Award (See Section A, Block 9). Treatment of late submissions, modifications, and withdrawals are governed by the applicable provisions of the solicitation.

L.03. DOE-L-2016 NUMBER OF AWARDS (OCT 2015)

It is anticipated that there will be one award resulting from this solicitation. However, the Government reserves the right to make any number of awards, or no award, if considered to be in the Government's best interest to do so.

L.04. DOE-L-2017 EXPENSES RELATED TO OFFEROR SUBMISSIONS (OCT 2015)

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal, or in making necessary studies or designs for the preparation thereof or for acquiring or contracting for any services relating thereto.

L.05. DOE-L-2022 ALTERNATE BID/PROPOSAL INFORMATION – NONE (OCT 2015)

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

L.06. DOE-L-2024 NOTICE OF INTENT - USE OF NON-FEDERAL EVALUATORS AND ADVISORS (OCT 2015)

The Government may utilize non-federal evaluators and/or advisorsevaluators or other non-Federal support personnel for evaluating proposals received in response to this solicitation. Such personnel shall be required to sign nondisclosure agreements and to comply with personal and organizational conflicts of interest requirements in accordance with the FAR and DEAR 915.207-70 (f)(5) and (6). Under the statutes governing Procurement Integrity, non-federal advisors may not disclose any information learned by participating in this acquisition. See the Procurement Integrity Act, 41 U.S.C. §§ 2101-2107.

L.07. FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

<https://acquisition.gov/far/>

<http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation>

The following provisions are incorporated by reference:

FAR / DEAR REFERENCE	TITLE
FAR 52.204-7	SYSTEM FOR AWARD MANAGEMENT(JUL 2013)
FAR 52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2015)
FAR 52.215-1	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (JAN 2004)
FAR 52.215-16	FACILITIES COST OF MONEY (JUL 2003)
FAR 52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)
<u>FAR 52.215-23</u>	<u>LIMITATIONS ON PASS THROUGH CHARGES</u>
FAR 52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
FAR 52.222-26	EQUAL OPPORTUNITY (APR 2015)
FAR 52.216-29	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—NON-COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION (FEB 2007)
FAR 52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)
FAR 52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)
DEAR 952.219-70	DOE MENTOR-PROTÉGÉ PROGRAM (MAY 2000)
DEAR 952.233-4	NOTICE OF PROTEST FILE AVAILABILITY (AUG 2009)
DEAR 952.233-5	AGENCY PROTEST REVIEW (SEP 1996)

L.08 DOE-L-2001 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL-ALTERNATE II (OCT 2015)

(a) Offeror. The term “Offeror,” as used in this Section L, refers to the single entity submitting the proposal. The Offeror may be a single corporation or a “contractor team arrangement” as

defined in FAR 9.601(1), for example, a limited liability company, limited liability partnership, joint venture, or similar entity or arrangement. The Offeror may be an existing or newly formed business entity. If the Offeror is a newly formed entity, it must be legally established on or before the date for submission of proposals. ~~(See Volume I instructions regarding any requirement for a performance guarantee agreement.)~~

Subcontractor. The term “Subcontractor” as used in this Section L, refers to any subcontractor proposed to perform more than \$750,000 over the contract period (including option years) and your definition of critical subcontractor would be any subcontractor with specialized capabilities performing technical work scope necessary to execute the Offeror’s proposed approach to completion of contract performance requirements in the Performance Work Statement regardless of subcontract value.

~~(a)~~(b) Availability of the solicitation, amendments, and other documents.

(1) In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be used for distributing the solicitation, amendments thereto, and other documents to the public. These documents will be posted via the FedConnect website at: <https://www.fedconnect.net> and through the Federal Business Opportunities website at www.fbo.gov. These electronic mediums will constitute the official distribution method for this solicitation. All amendments and any other official communications from DOE regarding this solicitation will be posted through these mediums. Offerors and all other interested parties are responsible to maintain continual surveillance of the websites to remain abreast of the latest available information (Offerors and other interested parties are encouraged to utilize the website’s “Notifications” feature). No changes to this solicitation will be effective unless the changes are incorporated into the solicitation by an amendment. No other communication, whether oral or in writing, will modify or supersede the terms of the solicitation.

(2) The solicitation, amendments, reference documents, drawings, specifications, other documents and other communications are also available through the procurement website at:

https://www.emcbc.doe.gov/SEB/WVDP_Technical_Services/

~~(3) Reference documents for the Offeror’s information and use in connection with preparing an offer and other written proposal information under this RFP will be made available.~~

~~(4)~~(3)

~~Reading Room(s): A public reading room containing historical WVDP information is available at the following location:~~

~~Ashford Office Complex
West Valley Demonstration Project
10282 Rock Springs Road
West Valley, NY 14171~~

~~(b)(c)~~ Submission of proposals.

- (1) The Offeror must be registered in FedConnect at <https://www.fedconnect.net>. The Offeror must also be registered in the System for Award Management (SAM) at <https://www.sam.gov> in accordance with FAR 52.204-7, System for Award Management.
- (2) Offerors must submit proposals electronically through FedConnect by the date and time specified in Standard Form 33, Solicitation, Offer and Award, in Section A of this solicitation and other provisions of Section L. The ~~official~~ proposal shall ~~only~~ be accepted through FedConnect. It is imperative that the Offeror read and understand how to submit its proposal using the FedConnect web portal. All proposal documents required by this solicitation must be uploaded, submitted, and received in their entirety in the FedConnect Responses web portal no later than the date and time specified in Standard Form 33, Solicitation, Offer and Award, in Section A of this solicitation. Failure to submit a response that is received through the FedConnect Responses web portal by the stated time and date may result in the proposal not being considered. By submitting a proposal, the Offeror agrees to comply with all terms and conditions as set forth in this solicitation. DOE does not provide help desk assistance regarding FedConnect, and questions regarding FedConnect shall be addressed directly to FedConnect in accordance with instructions found on its web site. Subcontractor submissions of proprietary information may provide a password protected document file to the prime and share the password with the Contracting Officer. The subcontractor proposal must adhere to the proposal due date/time in the solicitation
- (3) The paper copy of the proposal shall be considered the Offeror's official offer and will be considered binding.

In addition to the electronic submission of the Offeror's ~~official~~ proposal via FedConnect, the Offeror shall submit the required number of paper copies of each proposal volume as indicated below. The content in the paper copy shall be identical to the content of the electronic copies. The paper copies shall be submitted no later than the proposal due date to:

U.S. Department of Energy
Attention: Jodi Gordon, Contract Specialist
Address: 110 Boggs Lane
City/State/Zip: Springdale, OH 45246

Shipping materials shall be marked as follows: TO BE OPENED BY ADDRESSEE ONLY.
 RFP NO. DE-SOL-0009226
 E-mail: Jodi.Gordon@emcbc.doe.gov
 Phone: 513-744-0977

The original proposal shall contain signed originals of all documents requiring signatures by the Offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal.

Proposal Volume – Title	Copies Required
Volume I – Offer and Other Documents	1 signed original, 2 copies and 2 CDS
Volume II – Technical and Management Proposal Factor 1: Experience Factor 2: Key Personnel Factor 3: Technical Understanding and Approach Factor 4: Past Performance	1 signed original, 3 copies and 2 CDS
Volume III – Price Proposal	1 signed original, 1 copy and 2 CDS

~~(e)~~(d) Solicitation instructions and proposal information.

- (1) Proposals shall conform to all solicitation requirements and the instructions contained in this Section L. The Government will evaluate proposals on the basis of the information provided in the proposal. The Government will not assume that an Offeror possesses any capability unless set forth in the proposal. This applies even if the Offeror has existing contracts with the Federal government, including the Department of Energy.
- (2) These instructions are not evaluation factors. Evaluation factors are set out in Section M, Evaluation Factors for Award, of this solicitation. However, failure to provide the requested information may make an Offeror ineligible for award or adversely affect the Government's evaluation of an Offeror's proposal. The Government will compare the Offeror's proposal with the terms noted in Section L in order to perform a compliance review. Any Offerors proposal determined non-compliant per the terms noted in Section L may not be evaluated and may not be further considered for award. In addition, a proposal may be eliminated from further consideration before the initial rating if the proposal is ~~so grossly and obviously~~ deficient as to be totally unacceptable on its face. For example, a proposal may be deemed unacceptable if it does not represent a reasonable initial effort to address the essential requirements of the solicitation, or if it clearly demonstrates that the Offeror does not understand the requirements of the solicitation.

~~(d)~~(e) Proposal volumes and page limitations.

- (1) The overall proposal shall consist of separate volumes, organized and individually entitled as stated below, with the following page limitations:
 - (i) Volume I, Offer and Other Documents – No page limit.
 - (ii) Volume II, Technical and Management Proposal. See page limitations identified below for each factor.
 - (iii) Volume III, Price Proposal – No page limit.

- (2) All attachments, annexes, and appendices shall be counted toward any page limitation set forth above, unless otherwise stated. The following do not count toward the page limitations: table of contents, title pages, glossary, divider tabs, blank pages, and the cross reference matrix. Those pages that exceed the limits set forth above will not be considered in the evaluation; page counting will begin with the first page of each volume and continue up to the page limitation. No material may be incorporated by reference as a means to circumvent the page limitations.

- (3) Except as may be provided elsewhere in the solicitation (including paragraph (f)(2) below), Offerors shall not cross-reference to other volumes of the proposal and shall provide complete information within the appropriate volume. All cost and pricing information shall be submitted and addressed only in Volume III, Price Proposal, unless otherwise specified.

~~(e)~~(f) Proposal specifications.

- (1) Table of contents. Each volume shall contain a table of contents and a glossary of abbreviations and acronyms. The table of contents in each volume shall identify the section, subsection, paragraph titles, and page numbers, as well as all spreadsheets, charts, tables, figures, diagrams, design drawings, and graphs.

- (2) Cross reference matrix. The Offeror shall provide a cross reference matrix which correlates the proposal by page and paragraph number to the Performance Work Statement, Section L instructions, and Section M evaluation factors. The cross reference matrix shall be inserted immediately following the table of contents of the corresponding volume of the Offeror's proposal.

- (3) Page size. Page size shall be 8½ x 11 inches for text pages, excluding foldouts. When 8½ x 11 inch pages contain text on both front and back, this is considered two pages. Page size for foldouts shall not exceed 11 x 17 inches; foldouts may be used for large tables, charts, graphs, diagrams, design drawings, or other schematics. Foldout pages shall fold entirely within the volume in which it appears. When 11 x 17 inch pages are used, this is considered two pages; if tables and graphics are on both front and back, this is considered four pages. Tables of Contents, Lists of Figures, dividers, tabs, or similar inserts that do

not provide any substantive information are not counted as a page. Use of 11.5 x 17 binders for the Cost Volume is permitted.

- (4) Print type. Text shall be 12 point or larger, single-spaced, using Times New Roman font type. Headers and footers, spreadsheets, charts, tables, diagrams or design drawings, and graphs must be 10 point or larger using Times New Roman font type. Two columns of text per page and use of bold face type are acceptable. Print type used in completing forms attached to this RFP as Microsoft® (MS) Word®, Access®, or Excel® documents shall not be changed from the styles used in the attachments.
- (5) Page margins. Page margins for text pages and foldouts shall be a minimum of one inch at the top, bottom, and each side. Each page shall, within the one inch top or bottom margins, set forth the solicitation number; name of the Offeror; and, as applicable, the legend in accordance with paragraph (e)(2), Restriction on disclosure and use of data, of the provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition. This is the only information that can be displayed within the margins. Two columns of text per page and use of boldface type for paragraph headings are acceptable.
- (6) Page numbering. All pages shall be sequentially numbered by volume and may be printed in the one inch margins.
- (7) File format. Files submitted shall be in readable and searchable using Microsoft® (MS) Word®, Excel® (Version 2010 or higher) including working formulas and computations, or Adobe portable document format (PDF) (must be in a searchable format, not scanned). The Adobe PDF shall not be password protected or contain other security restraints unless access information is provided. The proposal schedule shall be submitted as Primavera P6, “XER” file type.
- (8) Binding and Labeling of Hard Copies. Each volume shall be separately bound in three-ringed loose-leaf binders. Cost proposals may be submitted in three-ringed binders of any size up to 11½ x 17. Staples shall not be used. The outside front cover of each binder shall indicate the Contractor’s name, the RFP number, the title of the RFP, and the copy number (i.e., sequentially number the required copies with the original being Copy No. 1). The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position. Pages shall be numbered sequentially by volume and by individual sections within each volume.
- ~~(f)~~(g) Classified Information. The Offeror shall not provide any classified information in response to this solicitation unless specifically required to do so in other parts of this solicitation.

~~(g)~~(h) Questions.

(1) Questions regarding this solicitation must be submitted to Jodi.Gordon@emcbc.doe.gov no later than ~~151020~~ calendar days prior to the proposal due date. If DOE has not acknowledged receipt of submitted questions within three (3) business days, the Offeror may contact the Contracting Officer to confirm receipt of questions. Each question shall clearly specify the solicitation area to which it refers. Responses to questions, as appropriate, will be posted on the procurement website as soon as practicable. DOE will make every effort to have all questions answered at least two weeks before the proposal submission date. The Government will not identify prospective Offerors submitting questions. Offerors must check the procurement website periodically to ascertain the status of answers to questions.

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

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

~~(i)~~(j) Examination of data. By submission of a proposal, the Offeror grants to the Contracting Officer, or an authorized representative of the Contracting Officer, the right to examine, for purposes of verifying the data submitted, those books, records, documents, and other supporting data (regardless of form) which will permit an adequate evaluation of the proposal. This right may be exercised in connection with any reviews deemed necessary by the Contracting Officer prior to award.

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

~~(k)~~(l) Content of resulting contract. Any contract awarded as a result of this solicitation will contain the following sections of the solicitation: Part I – The Schedule; Part II – Contract Clauses; Part III, Section J – List of Documents, Exhibits and Other Attachments; and Part IV, Section K – Representations, Certifications, and Other Statements of Offerors. These sections will be incorporated into the contract by reference.

L.09. DOE-L-2002 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME I – OFFER AND OTHER DOCUMENTS -- ALTERNATE VI (OCT 2015)

- (a) General. Volume I – Offer and Other Documents, contains the offer to enter into a contract and other documents. The signed original(s) of all documents requiring signature by Offerors shall be contained in the original Volume I. Offerors shall include the information listed in the following paragraphs in Volume I, assembled in the order listed. In cases where the Offeror is required to fill-in information in a contract clause, the Offeror shall submit only those pages that require input of information or a signature [NOTE: Fill-ins are generally marked “Offeror Fill-in” or similar; however, Offerors are responsible for ensuring all required fill-ins are completed with proposal submission (even if not overtly identified)].
- (b) Cover letter. The Offeror may provide a brief cover letter. The cover letter will not be considered in the evaluation.
- (c) Standard Form 33, Solicitation, Offer and Award – One (1) signed original of the Standard Form (SF) 33 must be provided in addition to a copy for each set of the Volume I.
- (1) The person signing the SF 33 must have the authority to commit the Offeror to the terms and conditions of the resulting contract – Sections A – J. By signing and submitting the SF 33, the Offeror commits to accept the resulting contract as contained in the solicitation, unless an exception or deviation to the terms and conditions as stated in the solicitation is explicitly stated by the Offeror in accordance with the below subsection (g) Exceptions and deviations.
- (2) The Offeror must acknowledge receipt of all amendments to the solicitation in block 14 of the SF 33.
- ~~(3) The Offeror shall insert 240 calendar days in block 12 of the SF 33 in accordance with Section L provision L. 9.~~
- (d) Administrative information. Offerors shall provide the following information:
- (1) Solicitation number (reference paragraph (c)(2)(i) of the Section L provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition).
- (2) Offeror name. Name, address, telephone and facsimile number, e-mail, and Data Universal Numbering System Number (DUNS) of the Offeror (reference paragraph (c)(2)(ii) of the Section L provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition).
- (3) Authorized signatory. Name and title of person authorized to sign the proposal (reference paragraph (c)(2)(v) of the Section L provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition).

(4) Negotiators. Name(s), title(s), telephone and facsimile numbers of persons authorized to negotiate on the Offeror's behalf (reference paragraph (c)(2)(iv) of the Section L provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition).

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

(e) Subcontractors and other entities.

(1) Name, address, and DUNS number for all proposed, named subcontractors or other entities that will perform any portion of the contract work. The Offeror's proposal submission, including Volume II, shall only include "major subcontractors" with an estimated value more than \$750,000 over the contract period (including option years), as well as "critical subcontractors" regardless of subcontract value with specialized capabilities performing technical work scope necessary to execute the Offeror's proposed approach to completion of contract performance requirements in the Performance Work Statement. ~~Major and critical subcontractors count toward fulfillment of the Section H Self-Performed Work requirement and other small business goals in this Contract.~~ For all other subcontracts (i.e., that are below the "major subcontractors" threshold and not a "critical subcontractor") the prime Offeror shall submit all documentation required by FAR 15.404-3, Subcontract Pricing Considerations.

(2) If the Offeror is a joint venture, limited liability company, limited liability partnership or other similar entity (multi-member, shared ownership) provide –

(i) Name, address, and DUNS of the parent or member company(ies) of the Offeror - joint venture members, limited liability company members, limited liability partnership members, etc.; and

(ii) Teaming agreement(s) and operating agreement (if applicable), that will remain in effect after any contract award, that describe the business arrangement between the members, including the identity of the one member/partner who has the majority interest in the Offeror.

(f) Representations and certifications.

(1) If the Offeror, including each entity participating in a joint venture, LLC, or teaming agreement thereof as defined in FAR 9.601(1), as well as any major/critical subcontractor(s), has completed the annual representations and certifications

electronically via the System for Award Management website in accordance with the provision at FAR 52.204-8, Annual Representations and Certifications and those representations and certifications are current, accurate, complete, and applicable to this solicitation, the Offeror does not need to resubmit such representations and certifications in response to this solicitation. However, if any of these annual representations and certifications requires a change, the Offeror shall submit those changes in accordance with FAR 52.204-8. The Offeror, including each entity participating in a joint venture, LLC, or teaming agreement thereof as defined in FAR 9.601(1), as well as any major/critical subcontractor(s), shall also complete any additional representations, certifications or other statements required in this solicitation's Section K, Representations, certifications, and other statements of the Offeror.

(g) Exceptions and deviations.

(1) Exceptions and/or deviations are not sought, and the Government is under no obligation to enter into discussions related to such. If an Offeror takes exception to or deviates from the terms and conditions of the proposed contract (Sections A-J) or other provisions of the solicitation, each exception and deviation shall be specifically identified and fully explained. Any exceptions or deviations must also identify the applicable solicitation section, clause or provision number, paragraph number, and the proposal volumes to which the exception or deviation applies. In addition to identifying this complete information in Volume I, any deviations or exceptions shall be repeated in the other volumes to which the deviation or exception applies – Volumes II and III. Only exceptions or deviations specifically identified in this section, if accepted by the government, will take precedence over the terms and conditions of the solicitation.

(2) Any exceptions or deviations by the Offeror to the terms and conditions stated in the solicitation for the resulting contract may make the offer unacceptable for award without discussions. If an Offeror proposes exceptions or deviations to the terms and conditions of the contract, then the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the contract.

(h) Organizational conflicts of interest. The Offeror, including each entity participating in a joint venture, LLC, or teaming agreement thereof as defined in FAR 9.601(1), as well as any major/critical subcontractor(s) as defined in section L.09(e)(1) shall provide a fully executed Section K.3, Organizational Conflicts of Interest Disclosure and any necessary statements required by the provision. If the Offeror believes there is an existing or potential OCI (including potential conflicts of interest regarding any follow-on work to this instant contract), the Offeror shall submit an appropriate draft mitigation plan in accordance with the requirements of Section H clause entitled, DOE-H-2035 Organizational Conflict of Interest Management Plan. If the Department identifies an existing or potential OCI, the

Offeror shall submit any information requested by the Department, including a draft mitigation plan (see FAR 9.5 for requirements).

- (i) Equal opportunity compliance. The Offeror shall provide all of the information required to perform a pre-award on-site equal opportunity compliance evaluation in accordance with FAR 52.222-24. This information shall include the company name, address, phone number and the point of contact for EEOC. This information shall be provided for the Offeror, as well as, each joint venture member; members of a newly formed entity, including LLCs, formed for the purpose of performing this Contract, or members of similar entities. Additionally, each proposed subcontractor with an estimated value of \$750,000 or more over the contract period (including option years) is required to provide the information described above.

L.10 DOE-L-2009 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – EXPERIENCE (OCT 2015)

FACTOR 1: EXPERIENCE *(The Experience section shall be limited to the Attachment L-1, Past Performance and Experience Reference Information Form which is limited to 4 pages per reference contract/project, Only one completed Attachment L-1, Past Performance and Experience Reference Information Form shall be submitted for each contract or project to support both the Experience and Past Performance factors. The completed Attachment L-1 forms, shall be organized under the Past Performance Factor in Volume II for proposal submission purposes.)*

Offerors shall include the following information in the Volume II - Technical and Management Proposal related to the Offeror's experience [Note that all of the below information shall be contained within the Attachment L-1 forms only required in paragraph (c).]:

- (a) Offeror experience. The Offeror shall describe its relevant experience in performing work similar in scope, size, and complexity to that described in the Performance Work Statement. Similar scope, size, and complexity are defined as follows: scope – description of work that is the same or similar to that identified in the PWS; size –contract dollar value and contract/task order/project duration; and complexity – performance challenges that are associated with facilities and environmental conditions similar to those at the WVDP and WNYNSC. In describing relevant experience, Offerors shall describe the outcomes of specific work experiences, e.g., level to which contract requirements and objectives were met.
- (b) Subcontractor ~~and other entity~~ experience. In addition to the Offeror's relevant experience, the Offeror shall describe the relevant experience of any proposed major/critical subcontractor(s) ~~and any other entities~~ that are proposed to perform work under the contract. The proposal shall only include experience information for major/critical subcontractor(s) as defined in section L.09(e)(1). The Offeror's other subcontractor(s), not defined as a major or

- critical subcontractor, shall not submit experience information and any submitted information will not be evaluated. The Offeror shall describe the relevant experience - similar in scope, size, and complexity - in relation to that portion of the work proposed to be performed by the major/critical subcontractor(s) ~~or other entity~~. ~~Other entities may include, for example, members of a limited liability company (LLC) or joint venture, an affiliate of the Offeror, or other major teaming partner.~~ The Offeror shall describe In describing the relevant experience of, major/critical subcontractor(s) or other entities shall describe based on the outcomes of specific work experiences, e.g., level to which contract requirements and objectives were met.
- (c) Work to be performed. The experience provided for the ~~Offeror~~ Offeror and, major/critical subcontractor(s) ~~or other entities~~ shall describe ~~its the~~ relevancy to the work that is proposed to be performed by that individual entity. Specific cross references shall be made between the applicable sections of the Performance Work Statement, the work to be performed by each entity, and the relevant experience of that entity. Each PWS element ~~discrete example of experience~~ must be assigned attributed to a specific entity.
- (d) Newly formed entity and predecessor companies. If the Offeror or, major/critical subcontractor(s) ~~or other performing entities~~ are a newly formed entity with no experience, the Offeror shall provide relevant experience for the parent organization(s) or the member organizations in a joint venture, LLC, or other similar entity. The Offeror may also provide relevant experience on predecessor companies resulting from mergers and acquisitions.
- (e) Contracts information. The Offeror shall provide the relevant experience information as requested in this provision on 3 contracts, either completed or currently being performed by the prime Offeror, and 2 contracts, either completed or currently being performed, for each proposed major or critical subcontractor(s). The Offeror shall only provide contract relevant experience information for contracts that are currently being performed and/or for contracts that were completed within the last five (5) years from the date proposals are due.
- (1) Contracts may be, but are not limited to, contracts with federal, state, local and foreign governments and/or with commercial customers.
 - (2) Include information on challenges and problems encountered in performance of the work, actions initiated to address these matters, and the effect the actions taken had on the performance of the contract.
 - (3) Contracts used as a representation of the Offeror's experience must be the same contracts submitted in accordance with the provision at DOE-L-2010, Proposal Preparation Instructions, Volume II - Past Performance, and as listed in the Past Performance and Experience Information Form contained in Attachment L-1 to Section L. Contract

information provided for experience shall correspond to, and cross reference, information furnished under the past performance section of the proposal.

- (f) Verification of experience. The Government may verify an Offeror's or subcontractor's experience, including represented outcomes of specific work experiences, from third-party sources, including reference checks from customers, clients, and business partners.

L.11 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – KEY PERSONNEL (OCT 2015)

FACTOR 2: KEY PERSONNEL (*- The key personnel resumes are limited to four pages for each resume and one page for each letter of commitment.*)

Offerors shall include the following information in the Volume II - Technical and Management Proposal related to the proposed key personnel ~~and organization~~:

- (a) Key personnel. The Offeror shall propose key personnel for the following positions:
- 1) Principal Project Manager
 - 2) Senior Project Manager – Decommissioning Plan
 - 3) Senior Project Manager – Supplemental Environmental Impact Statement
 - 4) Subject Matter Expert – Decommissioning Plan

These positions ~~will~~ be incorporated into the contract through the clause at DOE-H-2070, Key Personnel. Only one individual may be proposed for each key personnel position.

(b) Resume.

- (1) The Offeror shall provide written resumes for all proposed key personnel in the format shown in Attachment L-3 to Section L. The resume shall describe the key person's education, relevant experience, accomplishments, and other information supporting the individual's qualifications and suitability for the ~~if~~ proposed position. The resume shall address the following:

- (i) Relevant experience on work of similar scope, size, and complexity to that required ~~for his/her proposed position under the contract~~: similar scope, size, and complexity are defined as follows: scope – type of work; size – dollar value and contract duration; and complexity – performance challenges that are associated with facilities and environmental conditions similar to those at the WVDP and WNYNSC.

- (ii) Record of past success and accomplishments in performing work of similar scope, size, and complexity to that required ~~for his/her proposed position under the contract~~.

(iii) Education, training, certifications, and licenses, including any experience in lieu of education that supports the suitability for the proposed position.

(iv) Each resume shall include at least three references having direct knowledge of the qualifications of the proposed key person.

(2) By submission of each resume, the key person and Offeror authorize DOE to contact any references and previous employers to verify the accuracy of information provided in the resume ~~and to assess each individual's suitability for the proposed position~~. DOE may contact any or all of the references or past employers and may use any information or sources available to DOE as a part of its evaluation of the key personnel.

(c) Letter of commitment. A letter of commitment shall be submitted for each individual proposed as a key person. Each key person shall sign the letter stating that the information contained in the resume, submitted as part of the proposal, is true and correct; and the individual will unconditionally accept employment in the key position identified in the proposal beginning on the effective date of the contract for a period of 2 years. Failure to submit a letter of commitment may adversely affect the Government's evaluation of the proposal. A format for the letter of commitment shall state, as follows:

"I hereby certify that the resume submitted as part of the proposal is true and correct, and _____ (insert name of individual proposed) will accept the proposed position of _____ (insert name of proposed position) if _____ (insert name of Contractor) receives the award and will perform in the proposed position for a minimum of two years beginning on the effective date of the contract following the contract award date."

L.12 DOE-L-2004 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – TECHNICAL UNDERSTANDING AND APPROACH (OCT 2015)

FACTOR 3 TECHNICAL UNDERSTANDING AND APPROACH *(The Technical Understanding and Approach section shall not exceed 20 pages.)*

(a) Detailed Technical Approach - The Offeror shall describe its understanding, capability and approach, including technical assumption for performing ~~provide an in-depth, complete and effective strategy and technical approach to achieve the PWS objectives, including technical assumptions, for~~ the PWS elements listed in the table below.

PWS	Detailed Technical Approach
C.03.1	Phase 2 Decision-making for the WVDP and WNYNSC
C.03.1.1	Phase 2 Decision-making Schedule for the WVDP, WNYNSC, and SDA

C.03.1.2	Phase 2 Supplemental Environmental Impact Statement Scoping Activities
C.03.1.3	Development of Phase 2 Alternatives
C.03.1.4	Preparation of Conceptual Engineering Design Reports
C.03.1.5	Preparation of a Supplemental Environmental Impact Statement
C.03.1.6	Preparation of Decommissioning Plans
C.03.1.7	Preparation of Applications for Permitting or Licensing Modifications for the State-licensed Disposal Area

- (1) The Offeror shall identify the three most significant project risks, rationale for the identified risks, impacts to the proposed approach, and its approach to eliminate, avoid, or mitigate these risks.

L.13 DOE-L-2010 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – PAST PERFORMANCE (OCT 2015)

FACTOR 4: PAST PERFORMANCE *(The Past Performance section shall be limited to the Attachment L-1, Past Performance and Experience Reference Information Form, limited to 4 pages per reference contract/project, and the Attachment L-4, List of Contracts Terminated for Default or Convenience, which has no page limit. Only one completed Attachment L-1, Past Performance and Experience Reference Information Form shall be submitted for each contract or project to support both the Experience and Past Performance factors. The completed Attachment L-1 and L-4 shall be included in this Volume II, Factor 4: Past Performance.*

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

- (a) Offeror past performance. The Offeror shall provide information on its record of relevant past performance on work similar in scope, size, and complexity to that described in the Performance Work Statement. Similar scope, size, and complexity are defined as follows: scope – description of work that is the same or similar to that identified in the PWS; size – contract dollar value and contract/task order/project duration; and complexity – performance challenges that are associated with facilities and environmental conditions similar to those at the WVDP and WYNSC.
- (b) Subcontractor ~~and other entity~~ past performance. In addition to the Offeror’s record of relevant past performance, the Offeror shall provide information on the record of relevant past performance for any proposed major/critical subcontractor(s) ~~and any other entities~~ that are proposed to perform work under the contract. The proposal shall only include past performance information for major/critical subcontractors as defined in L.098(a)(e)(1). The Offeror’s other subcontractor(s), not defined as a major or critical subcontractor, shall not submit past performance information and any submitted information will not be evaluated. ~~The Offeror shall provide such information on work similar in scope, size, and complexity~~

~~to that portion of the work proposed to be performed by the major/critical subcontractor(s) or other entity. Other entities may include members of a limited liability company (LLC), joint venture, or other similar entity or an affiliate of the Offeror.~~

- (c) Work to be performed. The record of past performance provided for the ~~Offeror~~ Offeror or major/critical subcontractor(s), ~~or other entities~~ shall relate to work performed that is similar to the work that is proposed to be performed by that individual entity. Specific cross references shall be made between the applicable sections of the work statement, the work to be performed by each entity, and the relevant past performance of that entity. Each ~~PWS element must be assigned to discrete record of past performance must be attributed to~~ a specific entity.
- (d) Newly formed entity and predecessor companies. If the ~~Offeror~~ Offeror or major/critical subcontractor(s), ~~or other performing entities~~ are a newly formed entity with no record of past performance, the Offeror shall provide past performance information for the parent organization(s) or the member organizations in a joint venture, LLC, or other similar entity. The Offeror may also provide past performance information on predecessor companies resulting from mergers or acquisitions.
- (e) Contracts information. The Offeror shall provide past performance information on three (3) contracts, either completed or currently being performed by the prime Offeror, and two (2) contracts, either completed or currently being performed, for each proposed major or critical subcontractor(s). The Offeror shall only provide past performance information for contracts that are currently being performed and/or for contracts that were completed within the last five (5) years from the date proposals are due.
- (1) Past performance information form. The Offeror shall submit its past performance information on the Past Performance and Experience Information Form contained in Attachment L-1 to Section L. One form shall be provided for each past performance reference (contract).
 - (2) Contracts may be, but are not limited to, contracts with federal, state, local and foreign governments and/or with commercial customers.
 - (3) Contracts contained in the Past Performance Information Form shall be the same as those identified under the ~~Relevant e~~ Experience section of the proposal.
- (f) Performance information. The Offeror shall identify problems encountered in performance of these contracts and corrective actions taken by the Offeror to resolve those problems. Examples of problems that may be addressed, as appropriate, include, but are not limited to, serious injuries or fatalities, regulatory violations resulting from environmental non-

compliance, late deliveries, or cost overruns. In addition, the Offeror may describe any recognized accomplishments the Offeror has received on the identified contracts.

- (g) Terminated contracts. The Offeror shall provide a listing of any contracts of the Offeror, major/critical subcontractors, or other performing entities that were terminated, including the reasons therefore, within the past five (5) years from the due date for proposals proposals and by completing the Attachment L-4, List of Contracts Terminated for Default or Convenience. This listing of terminated contracts is not limited to only those contracts contained in the Attachment L-1, Past Performance and Experience Reference Information Form.
- (h) Past Performance Questionnaire. The Offeror shall provide the Past Performance Cover Letter and Questionnaire contained in Attachment L-2 to Section L to each of the contract references. The Offeror shall request that clients return the Past Performance Questionnaire directly to DOE by mail or electronic means to the address identified below no later than two weeks prior to the date for receipt of proposals.

(1) DOE address and contact information:

U.S. Department of Energy
Attention: Jodi Gordon, Contract Specialist
Address: 250 E. 5th Street, Suite 500
City/State/Zip: Cincinnati, OH 45202

Envelopes shall be marked as follows:

TO BE OPENED BY ADDRESSEE ONLY.
RFP NO. DOE-SOL-0009226
E-mail: Jodi.Gordon@emcbc.doe.gov
Phone: 513-744-0977

(2) Receipt of the questionnaires by the Government is not subject to the provisions at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition related to late proposals.

- (i) Sources of past performance information. The Government may contact any or all of the references provided in the Past Performance Information Form. The Government may also obtain past performance information from sources other than those provided by the Offeror. This may include, but not be limited to, commercial and government clients, government records, regulatory agencies, and government databases such as the Government's Past Performance Information Retrieval System (PPIRS) Contractor Performance Assessment Reporting System.

L.14 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME III: PRICE PROPOSAL

- a. The Offeror and any proposed subcontractors shall provide the basis and explanation for each fully burdened labor rate. The proposed fully burdened labor rate shall be all encompassing to include, the base labor rate, any and all applicable indirect costs (fringe benefits, overhead, G&A, etc.) and profit.
- b. The Offeror and any proposed subcontractors shall provide the fully burdened labor rates by completing the Pricing Schedule in Section B.2, for the Base and Option period and submit Section B.2, Pricing Schedule, as part of the Volume III, Price Proposal. In addition to B.2 the Offeror shall complete Attachment L-5, Summary of Cost Worksheets to reflect the total Base Period and Option periods pricing. The Offeror’s excel files shall be working versions including formulas and computation. For proposal purposes the Offerors shall assume a contract start date of October 1, 2016. To assist in preparation of proposals, DOE has provided an anticipated funding profile in Table L-3 below. Proposed costs shall be provided based on the definitions of fiscal years noted in Table L-3. There is no fiscal year carryover of funds.

Table L-3 – Anticipated Funding Profile for the WVDP Development of a Supplemental Impact Statement

Estimated Contract Funding	FY2017	FY2018	FY2019	FY2020	FY2021	Total
	\$2,272,500	\$4,070,800	\$3,534,700	\$3,020,000	\$2,864,500	\$15,762,500
FY 2017, FY 2018, FY2019, FY 2020 and FY2021 are defined as the period October 1 through September 30. For example FY 2017 is the period October 1, 2016 through September 30, 2017.						

- c. Offeror pricing information shall not be included in the other proposal volumes unless specifically requested in the solicitation.
- d. For proposal preparation purposes, the Offeror shall complete the crosswalk in Attachment L-7, Labor Category Crosswalk, to reconcile the DOE labor categories with the labor categories proposed by the Offeror and its team members and/or major/critical subcontractors. Additionally the Offeror shall provide written confirmation that the proposed labor categories will meet or exceed the minimum experience and qualifications contained in Section J, Attachment J-1, Position Qualifications.

- e. The Offeror shall provide documentation to demonstrate financial capability to complete this Contract. FAR 9.104-1(a), General Standards, requires that a prospective Offeror have adequate financial resources to perform the Contract or the ability to obtain them in order to be determined responsible. Information provided by the Offeror shall include, but is not limited to, the Offeror's financial statements (audited, if available) and notes to the financial statements for the last three fiscal years. This information should be provided for all participants if the Offeror is a joint venture or other teaming arrangement. Using the above information and other information, the Government will make a FAR Part 9 responsibility determination of the prospective awardee.

- f. Limitations on Subcontracting (FAR 52.219-14) – In order to determine the Offeror's compliance with the Limitations on Subcontracting clause; the Offeror shall complete Attachment L-6, Limitation on Subcontracting, breaking out the work areas, labor classifications and associated full time equivalents to be performed by each entity. As part of the price proposal, the Offeror shall also provide written certification that it will comply with FAR 52.219-14 during the course of the contract.

- g. Pursuant to Section B.3 of the RFP, ~~The~~ Offerors shall propose any applicable indirect rates applied to Other than labor costs and include these proposed rates in the Attachment L-5 Summary of Cost Worksheets.

- h. The Offeror shall provide the following information related to its prospective accounting system:
 - i. If applicable, the Offeror shall provide a copy of the government approval/determination that its proposed accounting system is adequate for the identification and recording of cost under government reimbursable type contracts if the approval/determination was issued within the last three years. If the accounting system was deemed inadequate, provide the corrective actions that have or will be taken to correct the cited issues, including the implementation time for each action.
 - i. If applicable, the Offeror shall provide a copy of the most recent accounting system audit report on its proposed accounting system if the audit was performed within the past five years.
 - ii. If applicable, the Offeror shall fully describe and explain and material changes made to the proposed accounting system since it was approved and/or audited.
 - iii. If the proposed accounting system has not been formally approved by the government within the last three years and/or audited within the last five years, or an audit determined the accounting system to be inadequate, then the Offeror shall state this and provide responses to the following items:

1. Is the proposed accounting system in accordance with generally accepted accounting principles?
2. Does the accounting system include a timekeeping system that ensure proper accounting for and classification of employee labor by project/task?
3. Does the accounting system provide for identification and accumulation of material costs by project/task and by contract?
4. Does the accounting system provide for exclusion of costs charged to government contracts that are not allowable in terms of FAR 31 or other contract provisions?
5. Does the accounting system provide for segregation of direct costs from indirect costs?

L.16 OFFER ACCEPTANCE PERIOD

The Offeror's proposal shall be valid for 240 calendar days after the required due date for proposals.

L.17 DOE-L-2021 GUIDANCE FOR PROSPECTIVE OFFERORS - IMPACT OF TEAMING ARRANGEMENTS ON SMALL BUSINESS STATUS (OCT 2015)

- (a) This procurement has been set aside for small business. In order to ensure that award is made to an eligible small business, prospective Offerors, in consultation with legal counsel, are encouraged to review the Small Business Administration's (SBA's) size eligibility standards found at Title 13 of the Code of Federal Regulations, Section 121 (13 C.F.R. § 121). In particular, Offerors proposing a joint venture, subcontracting, or another form of teaming arrangement shall review 13 C.F.R. § 121.103, "How does SBA determine affiliation?" prior to submitting a proposal.
- (b) The SBA is the sole authority for making determinations of small business status for small business programs. Such determinations are binding on the Offeror and the Contracting Officer. Accordingly, a finding by the SBA of affiliation between an Offeror and its proposed team member(s) or subcontractor(s) may result in the Offeror being found to be other than a small business and therefore ineligible for contract award.

L.18 CONTACTS REGARDING FUTURE EMPLOYMENT

Offerors may contact incumbent contractor employees about future employment except where prohibited by law. These contacts must take place outside the normal working hours of the employees.

L.19 DOE-L-2026 SERVICE OF PROTEST (OCT 2015)/FAR 52.233-2 SERVICE OF PROTEST (SEPT 2006)/DEAR 952.233-2 SERVICE OF PROTEST (MAY 2010)

- (a) Protests, as defined in section 33.101, Definitions, of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Department of Energy
Environmental Management Consolidated Business Center
250 East 5th Street, Suite 500
Cincinnati, OH 45202
Attn: Jodi Gordon, Contracting Officer

Telephone: (513) 744-0977
Facsimile: (513) 246-0529
E-mail: Jodi.Gordon@emcbc.doe.gov

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (c) Another copy of a protest filed with the GAO shall be furnished to the following address within the time periods described in paragraph (b) of this provision:

U.S. Department of Energy
Assistant General Counsel for Procurement and
Financial Assistance (GC-61)
1000 Independence Avenue, S.W.
Washington, DC 20585
Fax: (202) 586-4546

L.20 DOE-L-2027 DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (OCT 2015)

- (a) If a protest of this procurement is filed with the Government Accountability Office (GAO) in accordance with 4 CFR part 21, any actual or prospective Offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to 48 CFR 33.104(a)(3)(ii), implementing section 1605 of Public Law 103-355. Such request must be in writing and addressed to the Contracting Officer for this procurement.
- (b) Any Offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective Offerors in accordance with the requirements of 48 CFR 33.2014(a)(3)(ii).

The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, Offerors shall mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

L.21 DOE-L-2028 DEAR 952.235-5 AGENCY PROTEST REVIEW (OCT 2015)

Protests to the agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth at 48 CFR 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the Department. The Department encourages potential protestors to discuss their concerns with the Contracting Officer prior to filing a protest.

LIST OF SECTION L ATTACHMENTS

<u>Attachment No.</u>	<u>Description</u>
L-1	Offeror Past Performance and Experience Information Form
L-2	Past Performance Cover Letter and Questionnaire
L-3	Resume Format
L-4	List of Contracts Terminated for Convenience or Default
L-5	Summary of Cost Worksheets
L-6	Limitation on Subcontracting
L-7	Labor Categories Crosswalk

**ATTACHMENT L-1: OFFEROR PAST PERFORMANCE AND EXPERIENCE
 INFORMATION FORM**

(Completed Form limited to 4 pages total per reference contract/task order/project)

1.	Name and DUNS# of Offeror Submitting Proposal:	
2.	Name and DUNS# of Company for which L-1 Form is being submitted:	
3.	Name of Reference Contract Client (e.g., Government Agency or Prime Contractor):	
4.	Name and DUNS# of Entity Reference Contract/project Was Awarded To:	
5.	Reference Contract/Project Number: Reference Contract/project Available in PPIRS (i.e., Yes/No)	
6.	Reference Contract/Project Client Point of Contact:	Name: Title: Telephone: E-mail Address: Mailing Address:
7.	Indicate if the Company (identified in #2) was a Prime Contractor, Teaming Partner, or Subcontractor for the Reference Contract/Project:	
8.	Reference Contract/Project Period of Performance:	
9.	Reference Contract/Project Start Date:	
10.	Reference Contract/Project Completion/Termination Date:	
11.	Reference Contract /Project Type of Contract (e.g., FP, CPFF, CPAF, etc.):	
12.	Reference Contract/Project Total Value:	
13.	Reference Contract/Project Value Performed To Date (Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment; Date = RFP release date) :	
14.	Portion (%) of work Company (identified in #2) is proposed to perform on the WVDP Development of a SEIS Contract:	
15.	Portion (%) of work, including dollar amount and duration, Company (identified in #2) performed on reference	

	contract/project (if different than #12 and #13, insert sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment.):	
16.	Scope Company (identified in #2) is proposed to perform on the WVDP Development of a SEIS Contract. List applicable PWS elements:	
17.	Scope Company (identified in #2) performed on reference contract/project:	
18.	Complexity Company (identified in #2) is proposed to perform on the WVDP Development of a SEIS Contract:	
19.	Complexity of work Company (identified in #2) performed on referenced contract/project:	
20.	Provide information on problems encountered on the contract/projects identified above and corrective actions taken to resolve those problems:	

Note: The Offeror may amend the format for Attachment L-1, Past Performance and Experience Reference Information Form, as long as the exact information, font and size, and page limitations are followed.

**ATTACHMENT L-2: PAST PERFORMANCE COVER LETTER AND
QUESTIONNAIRE**

Past Performance Cover Letter

Date _____

Dear: _____

We are currently responding to the Department of Energy (DOE) Request for Proposal No. DE- SOL-0009226 for the West Valley Demonstration Project (WVDP) Technical Services for the Development of a Supplemental Impact Statement Procurement and we are asking for your assistance in completing the attached questionnaire and forwarding to the DOE to aid in its evaluation of our past performance.

Please return the completed questionnaire within ten calendar days:

YOU ARE HIGHLY ENCOURAGED TO SCAN AND EMAIL THE QUESTIONNAIRE TO THE EMAIL ADDRESS PROVIDED BELOW:

Email Address: Jodi.Gordon@emcbc.doe.gov

If you are unable to scan and email a copy, it can be mailed to the following address:

United States Department of Energy
Environmental Management Consolidated Business Center
Attn: Jodi Gordon
250 East 5th Street, Suite 500
Cincinnati, OH 45202

If mailing, please mark the envelope as follows:

“PROCUREMENT SENSITIVE SOURCE SELECTION INFORMATION - SEE FAR 3.104” “TO BE OPENED ONLY BY THE ADDRESSEE”

Respondents are strongly encouraged to provide an explanatory narrative under Additional Comments in the attached form. If more space is needed, please attach additional pages.

Past Performance Information Questionnaire for: [Insert Name of Offeror]
A. Respondent: Please fill in the following table.
1. Complete Name and Title of Responder :
2. Company or Agency Name, Address, Telephone Number, Facsimile Number (w/Area Code), and E-mail Address:
3. Contract Name or Title, Contract Number and Type of Contract:
4. Signature:

Past Performance Questionnaire

B. RATING SCALE AND DEFINITIONS:

Rating	Definition	Note
Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Government. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant problems identified.
Good	Performance meets some contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	To justify a Good rating, identify a significant event and state how it was a benefit to the Government. There should have been NO significant problems identified.
Satisfactory	Performance meets, but does not exceed, all contractual requirements. The contractual performance of the element or sub-element contains some minor, and possibly major, problems for which corrective actions taken by the contractor were satisfactory and resulted in minimal or no impact to the contract/task order/project.	To justify a satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract/task order/project. A fundamental principle of assigning ratings is that Contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/task order/project.
Marginal	Performance does not meet some contractual requirements. The contractual	To justify Marginal performance, identify a significant event that the

	<p>performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.</p>	<p>contractor had trouble overcoming and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).</p>
<p>Unsatisfactory</p>	<p>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions were ineffective.</p>	<p>To justify an Unsatisfactory rating, identify multiple significant events that the contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency report or letter) and by describing the inability of the Contractor to implement effective corrective action.</p>

C. ASSESSMENT AREAS:

1. Quality of Product or Service

Example: How well did the Contractor provide services that met the terms of the contract? How technically accurate were the contractor deliverables? What was the quality level of the contractor deliverables? How well did the Contractor perform the contract services in a safe and secure manner?

Exceptional Very Good Satisfactory Marginal Unsatisfactory Not Applicable Do Not Know

Supporting Narrative:

2. Schedule Compliance

Example: How well did the Contractor provide timely services in accordance with contract schedules or at the requested time(s)? How well did the Contractor take measures to minimize delays that were within their control?

Exceptional Very Good Satisfactory Marginal Unsatisfactory Not Applicable Do Not Know

Supporting Narrative:

3. Cost Control

Example: How well did the Contractor control its costs? How effective was the cost control? Were there any Request for Equitable Adjustments (REAs)? If so, were they justified? Was the Contractor supportive during the REA process?

Exceptional Very Good Satisfactory Marginal Unsatisfactory Not Applicable Do Not Know

Supporting Narrative:

4. Business Relations

a) Example: How well did the Contractor interface with you to address requests, complaints, and inquiries? How responsive were they to your inquiries?

- | | | | | | | |
|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <input type="radio"/> |
| Exceptional | Very Good | Satisfactory | Marginal | Unsatisfactory | Not Applicable | Do Not Know |

b) If given the choice, would you select this contractor again to perform your required services?

- | | | | | |
|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <input type="radio"/> |
| Most Definitely | Most Likely | Maybe | Unlikely | Most Unlikely |

Supporting Narrative:

5. Management of Key Personnel / Staffing

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

- | | | | | | | |
|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <input type="radio"/> |
| Exceptional | Very Good | Satisfactory | Marginal | Unsatisfactory | Not Applicable | Do Not Know |

Supporting Narrative:

For any rating(s) less than satisfactory, please attach an explanatory narrative. We greatly appreciate your time and assistance in completing this questionnaire.

Additional Comments:

ATTACHMENT L-3: RESUME FORMAT

(Resume Must Not Exceed Four (4) Pages in Length for Each Key Personnel)

- Name of Key Person:
- Citizenship: (Include any dual citizenship, if applicable)
- Name of Offeror:
- Proposed Position with Offeror:
- Availability Date and Period of Commitment: (Insert [month/date/year] for availability date; period of commitment shall be reflected from availability date forward)
- Name of Company with whom Key Person will be Employed:
- Duties and Responsibilities in Proposed Position:

- Experience Summary (a succinct summary of overall experience, starting with current position and working backwards: Identify name and address of employer, dates of employment, position titles, specified duties and responsibilities, and name, title and phone number of supervisor. Provide specific information on the relevant experience to the proposed position including duration of performance and dollar level of projects; leadership experience; and qualifications per Section J, Attachment J-2):
- Education: (identify institution, degree earned, and from/to dates or state “no degree” if applicable)
- Professional Affiliations, Registrations, Certifications and Licenses:
- Publications, Awards, Honors and Professional Recognition: (Please list, but do not attach copies)
- Three References: (Name, title, company/organization, address, phone number and e-mail address)

ATTACHMENT L-4 – LIST OF CONTRACTS TERMINATED FOR CONVENIENCE OR DEFAULT

<u>Client Name</u>	<u>Contract #</u>	<u>Client Point of Contact (POC)</u>	POC Contact Info (<u>address, phone, e-mail</u>)	<u>Performance Period</u>

Note: Information shall only be provided for contracts terminated within the preceding five years from the due date for proposals.

ATTACHMENT L-5 – SUMMARY OF COST WORKSHEETS

This Attachment is an MS Excel file provided separately.

ATTACHMENT L-6: LIMITATION ON SUBCONTRACTING

This Attachment is an MS Excel file provided separately.

ATTACHMENT L-7: LABOR CATEGORY CROSSWALK

#	RFP Labor Category	Offeror's Labor Category
1	Principal Project Manager	
2	Senior Project Manager – Decommissioning Plan	
3	Senior Project Manager – Supplemental Environmental Impact Statement	
4	Senior Project Manager	
5	Subject Matter Expert – Decommissioning Plan	
6	Subject Matter Expert	
7	Senior Project Engineer, or Senior Scientist, <u>Or Senior Technical Specialist</u>	
8	Project Engineer, or Project Scientist, <u>Or Project Technical Specialist</u>	
9	Engineer, or Scientist, <u>Or Technical Specialist</u>	
10	Senior Technical Editor	
11	Technical Editor	
12	Records/Document Control Specialist	
13	Administrative Assistant I	
14	Administrative Assistant II	
15	Production Clerk	

Attachment L-6, Summary of Cost Worksheets

Pricing schedule

Base Period: 0 to 36 months		
CLIN	NTE DPLH Hours	NTE Dollar Amount
0001 Labor: Line item will be awarded as not-to-exceed total price	83,204	\$ -
0002 Other Direct Costs – (Material and misc.)		7,500
0003 Travel		50,000
Base Period Total		

Option Period: 37 to 60		
CLIN	NTE DPLH Hours	NTE Dollar Amount
0004 Labor: Line item will be awarded as not-to-exceed total price	49,214	\$ -
0005 Other Direct Costs – (Material and misc.)		7,500
0006 Travel		20,000
Option Period Total		

Labor Categories, Rates, and Estimated Hours

Labor Categories	Base Period: 0 to 12 months after NTP					
	Estimated DPLH	Prime Estimated DPLH	Subcontractor Estimated DPLH	Prime Fully Burdened Hourly Rate	Subcontractor Fully Burdened Hourly Rate	Extended Price
PRINCIPAL PROJECT MANAGER	1,188	-	-	\$ -	\$ -	\$ -
SENIOR PROJECT MANAGER - DECOMMISSIONING PLAN	400	-	-	-	-	-
SENIOR PROJECT MANAGER - SUPPLEMENTAL ENVIRONMENTAL IMPACT STATEMENT	1,100	-	-	-	-	-
SENIOR PROJECT MANAGER	840	-	-	-	-	-
SUBJECT MATTER EXPERT - DECOMMISSIONING PLAN	400	-	-	-	-	-
SUBJECT MATTER EXPERT	1,720	-	-	-	-	-
SENIOR ENGINEER, SENIOR SCIENTIST, OR SENIOR TECHNICAL SPECIALIST	3,620	-	-	-	-	-
PROJECT ENGINEER, PROJECT SCIENTIST, OR PROJECT TECHNICAL SPECIALIST	3,740					
ENGINEER, SCIENTIST, OR TECHNICAL SPECIALIST	4,320	-	-	-	-	-
SENIOR TECHNICAL EDITOR	92	-	-	-	-	-
TECHNICAL EDITOR	432	-	-	-	-	-
RECORD/DOCUMENT CONTROL SPECIALIST	276	-	-	-	-	-
ADMINISTRATIVE ASSISTANT I	142	-	-	-	-	-
ADMINISTRATIVE ASSISTANT II	512	-	-	-	-	-
PRODUCTION CLERK	364	-	-	-	-	-
TOTAL	19,146	-	-			\$ -

Labor Categories	Base Period: 13 to 24 months after NTP					
	Estimated DPLH	Prime Estimated DPLH	Subcontractor Estimated DPLH	Prime Fully Burdened Hourly Rate	Subcontractor Fully Burdened Hourly Rate	Extended Price
PRINCIPAL PROJECT MANAGER	1,868	-	-	\$ -	\$ -	\$ -
SENIOR PROJECT MANAGER - DECOMMISSIONING PLAN	500	-	-	-	-	-
SENIOR PROJECT MANAGER - SUPPLEMENTAL ENVIRONMENTAL IMPACT STATEMENT	2,000	-	-	-	-	-

Attachment L-6, Summary of Cost Worksheets

SENIOR PROJECT MANAGER	2,060	-	-	-	-	-
SUBJECT MATTER EXPERT - DECOMMISSIONING PLAN	500	-	-	-	-	-
SUBJECT MATTER EXPERT	3,200	-	-	-	-	-
SENIOR ENGINEER, SENIOR SCIENTIST OR SENIOR TECHNICAL SPECIALIST	6,300	-	-	-	-	-
PROJECT ENGINEER, PROJECT SCIENTIST, OR PROJECT TECHNICAL SPECIALIST	6,400	-	-	-	-	-
ENGINEER, SCIENTIST, OR TECHNICAL SPECIALIST	8,560	-	-	-	-	-
SENIOR TECHNICAL EDITOR	250	-	-	-	-	-
TECHNICAL EDITOR	702	-	-	-	-	-
RECORD/DOCUMENT CONTROL SPECIALIST	420	-	-	-	-	-
ADMINISTRATIVE ASSISTANT I	380	-	-	-	-	-
ADMINISTRATIVE ASSISTANT II	874	-	-	-	-	-
PRODUCTION CLERK	622	-	-	-	-	-
TOTAL	34,636	-	-	-	-	\$ -

Labor Categories	Base Period: 25 to 36 months after NTP					
	Estimated DPLH	Prime Estimated DPLH	Subcontractor Estimated DPLH	Prime Fully Burdened Hourly Rate	Subcontractor Fully Burdened Hourly Rate	Extended Price
PRINCIPAL PROJECT MANAGER	1,398	-	-	\$ -	\$ -	\$ -
SENIOR PROJECT MANAGER - DECOMMISSIONING PLAN	2,000	-	-	-	-	-
SENIOR PROJECT MANAGER - SUPPLEMENTAL ENVIRONMENTAL IMPACT STATEMENT	2,000	-	-	-	-	-
SENIOR PROJECT MANAGER	160	-	-	-	-	-
SUBJECT MATTER EXPERT - DECOMMISSIONING PLAN	2,000	-	-	-	-	-
SUBJECT MATTER EXPERT	2,100	-	-	-	-	-
SENIOR ENGINEER, SENIOR SCIENTIST, OR SENIOR TECHNICAL SPECIALIST	5,300	-	-	-	-	-
PROJECT ENGINEER, PROJECT SCIENTIST, OR PROJECT TECHNICAL SPECIALIST	5,700	-	-	-	-	-
ENGINEER, SCIENTIST, OR TECHNICAL SPECIALIST	5,960	-	-	-	-	-
SENIOR TECHNICAL EDITOR	120	-	-	-	-	-
TECHNICAL EDITOR	544	-	-	-	-	-
RECORD/DOCUMENT CONTROL SPECIALIST	356	-	-	-	-	-
ADMINISTRATIVE ASSISTANT I	536	-	-	-	-	-
ADMINISTRATIVE ASSISTANT II	804	-	-	-	-	-
PRODUCTION CLERK	444	-	-	-	-	-
TOTAL	29,422	-	-	-	-	\$ -

Labor Categories	Option Period: 37 to 48 months after NTP					
	Estimated DPLH	Prime Estimated DPLH	Subcontractor Estimated DPLH	Prime Fully Burdened Hourly Rate	Subcontractor Fully Burdened Hourly Rate	Extended Price
PRINCIPAL PROJECT MANAGER	1,548	-	-	\$ -	\$ -	\$ -
SENIOR PROJECT MANAGER - DECOMMISSIONING PLAN	2,000	-	-	-	-	-

Attachment L-6, Summary of Cost Worksheets

SENIOR PROJECT MANAGER - SUPPLEMENTAL ENVIRONMENTAL IMPACT STATEMENT	1,200	-	-	-	-	-
SENIOR PROJECT MANAGER	460	-	-	-	-	-
SUBJECT MATTER EXPERT - DECOMMISSIONING PLAN	2,000	-	-	-	-	-
SUBJECT MATTER EXPERT	1,600	-	-	-	-	-
SENIOR ENGINEER, SENIOR SCIENTIST, OR SENIOR TECHNICAL SPECIALIST	4,000	-	-	-	-	-
PROJECT ENGINEER, PROJECT SCIENTIST, OR PROJECT TECHNICAL SPECIALIST	4,400	-	-	-	-	-
ENGINEER, SCIENTIST, OR TECHNICAL SPECIALIST	4,960	-	-	-	-	-
SENIOR TECHNICAL EDITOR	120	-	-	-	-	-
TECHNICAL EDITOR	664	-	-	-	-	-
RECORD/DOCUMENT CONTROL SPECIALIST	416	-	-	-	-	-
ADMINISTRATIVE ASSISTANT I	536	-	-	-	-	-
ADMINISTRATIVE ASSISTANT II	864	-	-	-	-	-
PRODUCTION CLERK	504	-	-	-	-	-
TOTAL	25,272	-	-	-	-	\$ -

Labor Categories	Option Period: 49 to 60 months after NTP					
	Estimated DPLH	Prime Estimated DPLH	Subcontractor Estimated DPLH	Prime Fully Burdened Hourly Rate	Subcontractor Fully Burdened Hourly Rate	Extended Price
PRINCIPAL PROJECT MANAGER	1,198	-	-	\$ -	\$ -	\$ -
SENIOR PROJECT MANAGER - DECOMMISSIONING PLAN	1,500	-	-	-	-	-
SENIOR PROJECT MANAGER - SUPPLEMENTAL ENVIRONMENTAL IMPACT STATEMENT	1,500	-	-	-	-	-
SENIOR PROJECT MANAGER	360	-	-	-	-	-
SUBJECT MATTER EXPERT - DECOMMISSIONING PLAN	1,500	-	-	-	-	-
SUBJECT MATTER EXPERT	1,800	-	-	-	-	-
SENIOR ENGINEER, SENIOR SCIENTIST, OR SENIOR TECHNICAL SPECIALIST	4,200	-	-	-	-	-
PROJECT ENGINEER, PROJECT SCIENTIST, OR PROJECT TECHNICAL SPECIALIST	4,500	-	-	-	-	-
ENGINEER, SCIENTIST, OR TECHNICAL SPECIALIST	4,960	-	-	-	-	-
SENIOR TECHNICAL EDITOR	90	-	-	-	-	-
TECHNICAL EDITOR	514	-	-	-	-	-
RECORD/DOCUMENT CONTROL SPECIALIST	336	-	-	-	-	-
ADMINISTRATIVE ASSISTANT I	406	-	-	-	-	-
ADMINISTRATIVE ASSISTANT II	684	-	-	-	-	-
PRODUCTION CLERK	394	-	-	-	-	-
TOTAL	23,942	-	-	-	-	\$ -

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION M - EVALUATION FACTORS FOR AWARD

TABLE OF CONTENTS

M.1	DOE-M-2001 PROPOSAL EVALUATION – GENERAL (OCT 2015)	2
M.2	DOE-M-2007 EVALUATION FACTOR – EXPERIENCE (OCT 2015).....	3
M.3	EVALUATION FACTOR – KEY PERSONNEL AND ORGANIZATION.....	4
M.4	EVALUATION FACTOR – TECHNICAL APPROACH (OCT 2015)	5
M.5	DOE-M-2008 EVALUATION FACTOR – PAST PERFORMANCE (OCT 2015).....	6
M.6	DOE-M-2011 RELATIVE IMPORTANCE OF EVALUATION FACTORS (OCT 2015).....	7
M.7	DOE-M-2012 BASIS FOR AWARD (OCT 2015)	7
M.8	PRICE EVALUATION	8
M.9	FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990).....	8

SECTION M

EVALUATION FACTORS FOR AWARD

M.1 DOE-M-2001 PROPOSAL EVALUATION – GENERAL (OCT 2015)

(a) Conduct of acquisition.

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

(2) DOE has established a Technical Evaluation Team to evaluate the proposals submitted by Offerors in response to this solicitation. Proposal evaluation is an assessment of the proposal and the Offeror's ability to perform the prospective contract successfully. Proposals will be evaluated solely on the factors specified in the solicitation by assessing the relative significant strengths, strengths, significant weaknesses, weaknesses, deficiencies, and cost and performance risks of each Offeror's proposal against the evaluation factors in this Section M to determine the Offeror's ability to perform the contract.

(3) The designated source selection authority will select an Offeror for contract award whose proposal represents the best value to the Government. The source selection authority's decision will be based on a comparative assessment of proposals against all evaluation factors in the solicitation. The source selection authority may reject all proposals received in response to this solicitation, if doing so is in the best interest of the Government.

(b) Deficiency in proposal.

(1) A deficiency, as defined at FAR 15.001, Definitions, is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. No award will be made to an Offeror whose proposal is determined to be deficient.

(2) A proposal will be eliminated from further consideration before complete evaluation if the proposal is ~~so grossly and obviously~~ deficient as to be totally unacceptable on its face. A proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the essential requirements of the solicitation, or if it does not substantially and materially comply with the proposal preparation instructions of this

~~clearly demonstrates that the Offeror does not understand the requirements of the~~ solicitation. Cursory responses or responses which merely repeat or reformulate the Performance Work Statement will not be considered responsive to the requirements of the solicitation. In the event that a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.

(c) Responsibility. In accordance with FAR Subpart 9.1, Responsible Prospective Contractors, and DEAR Subpart 909.1, Responsible Prospective Contractors, the Contracting Officer is required to make an affirmative determination of whether a prospective contractor is responsible. The Contracting Officer may, if necessary, conduct a preaward survey of the prospective contractor as part of the considerations in determining responsibility. In the absence of information clearly indicating that the otherwise successful Offeror is responsible, the Contracting Officer shall make a determination of nonresponsibility and no award will be made to that Offeror; unless, the apparent successful Offeror is a small business and the Small Business Administration issues a Certificate of Competency in accordance with FAR Part 19.6, Certificates of Competency and Determinations of Responsibility.

(d) Award without discussions. In accordance with paragraph (f)(4) of the provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition, the Government intends to evaluate proposals and award a contract without conducting discussions with Offerors. Therefore, the Offeror's initial proposal shall contain the Offeror's best terms from a cost or price and technical standpoint. The Government, however, reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary and may limit the competitive range for purposes of efficiency.

M.2 DOE-M-2007 EVALUATION FACTOR – EXPERIENCE (OCT 2015)

- (a) Offeror. DOE will evaluate the Offeror on its recent and relevant experience performing work similar in scope, size, and complexity to that described in the PWS. Similar scope, size, and complexity are defined as follows: Scope – description of work that is the same or similar to that identified in the PWS; size – contract dollar value and contract/task order/project duration; and complexity – performance challenges that are associated with the facilities and environmental conditions similar to those at the WVDP and WNYNSC.
- (b) Subcontractor experiences. In addition to evaluation of the Offeror's relevant experience, DOE will evaluate the Offeror's proposed major/critical subcontractor(s) as defined in section L.089(ae)(1) ~~will be evaluated~~ on their relevant experience, including currency, in performing work similar in scope,

size, and complexity to that proposed to be performed by ~~that individual entity~~ the major/critical subcontractor(s).

- (c) Newly formed entity and predecessor companies. If the ~~Offeror~~ Offeror or major/critical subcontractor(s), ~~or other performing entities~~ are a newly formed entity with no relevant experience, DOE's evaluation of relevant experience will be based on the experience of any parent organization(s) or member organizations in a joint venture, LLC, or other similar entity consistent with the methodology described in paragraphs (a) and (b) above. Relevant experience of predecessor companies resulting from mergers and acquisitions may also be considered.
- (d) DOE will evaluate the experience provided for the ~~Offeror~~ Offeror and major/critical subcontractor(s), ~~or other entities~~ and its relevancy to the work that is proposed to be performed by that individual entity.
- (e) Verification of experience. ~~DOE may verify an Offeror's or subcontractor's experience, including represented outcomes of specific work experiences, from third-party sources, including reference checks from customers, clients, and business partners. DOE's evaluation of experience may consider any information obtained by DOE from any sources including, but not limited to, third party sources, customer references, clients, and business partners.~~

M.3 DOE-M-2003 EVALUATION FACTOR – KEY PERSONNEL (OCT 2015) AND ORGANIZATION

- (a) Key personnel. The Offeror shall propose key personnel for the following positions:
 - 1) Principal Project Manager
 - 2) Senior Project Manager – Decommissioning Plan
 - 3) Senior Project Manager – Supplemental Environmental Impact Statement
 - 4) Subject Matter Expert – Decommissioning Plan

Failure of the Offeror to propose the required key personnel positions will adversely affect the Government's evaluation of the proposal and may make the proposal ineligible for award.

Qualifications and suitability. DOE will evaluate the proposed key personnel qualifications and suitability for their proposed positions in relation to the work for which they are proposed to perform and areas of responsibility. The qualifications and suitability of the individual key personnel will be evaluated on the following:

- (1) Education. DOE will evaluate the key personnel on their education, training, certifications, experience, and/or licenses. Experience, in lieu of education, may be considered.
- (2) Experience. DOE will evaluate the key personnel on their ~~recent~~ relevant experience

in performing work similar in scope, size, and complexity to that required for their positions.

(3) Demonstrated performance. DOE will evaluate the key personnel on their record of past success and accomplishments in performing work of similar scope, size, and complexity to that required under the contract. ~~recent relevant past performance, including leadership and other accomplishments, as demonstrated through the resume information and reference checks.~~

(b) DOE may contact references of key personnel and previous employers to verify the accuracy of the information contained in the resume ~~and to further assess the qualifications and suitability of proposed key personnel.~~ DOE may also consider information received from other sources in its evaluation of key personnel.

(c) Failure of the Offeror to provide a letter of commitment for each key personnel may adversely affect the Government’s evaluation of the proposal.

M.4 EVALUATION FACTOR – TECHNICAL APPROACH (OCT 2015)

(a) DOE will evaluate the Offeror’s understanding, capability and approach, including technical assumptions, for performing ~~depth, completeness and effectiveness of the Offeror’s proposed strategy and technical approach to achieve the Performance Work Statement (PWS) objectives, including technical assumptions, for~~ the PWS elements listed in the table below.

PWS	Detailed Technical Approach
C.03.1	Phase 2 Decision-making for the WVDP and WNYNSC
C.03.1.1	Phase 2 Decision-making Schedule for the WVDP, WNYNSC, and SDA
C.03.1.2	Phase 2 Supplemental Environmental Impact Statement and Scoping Activities
C.03.1.3	Development of Phase 2 Alternatives
C.03.1.4	Preparation of Conceptual Engineering Design Reports
C.03.1.5	Preparation of a Supplemental Environmental Impact Statement
C.03.1.6	Preparation of a Decommissioning Plan
C.03.1.7	Preparation of Applications for Permitting or Licensing Modifications for the State-licensed Disposal Area

(b) DOE will evaluate the ~~Offeror’s depth, completeness and effectiveness in identification of the~~ three most significant ~~project~~ risks identified by the Offeror, rationale for the

identified risks, impacts to the proposed approach, and its approach to eliminate, avoid, or mitigate these risks.

M.5 DOE-M-2008 EVALUATION FACTOR – PAST PERFORMANCE (OCT 2015)

- (a) Offeror. DOE will evaluate the Offeror on the currency, relevancy, and quality of its past performance, in performing work similar in scope, size, and complexity to that described in the PWS to assess the Offeror's potential success in performing the work required by the contract. Similar scope, size, and complexity are defined as follows: scope – description of work that is the same or similar to that identified in the PWS; size – contract dollar value and contract/task order/project duration; and complexity – performance challenges that are associated with facilities and environmental conditions similar to those at the WVDP and WNYNSC. The higher the degree of relevance of the work described to the PWS, the greater the consideration that may be given. Additionally, more recent relevant past performance information may also be given greater consideration.
- (b) Subcontractor past performances. In addition to evaluation of the Offeror's relevant past performance, DOE will evaluate the Offeror's proposed major/critical subcontractor(s) as defined in section L.089(ae)(4), on the quality of their recent respective past performance in performing work similar in scope, size, and complexity to that proposed to be performed by that individual entity.
- (c) Newly formed entity. If the ~~Offeror~~ Offeror or major/critical, subcontractor(s), ~~or other performing entities~~ are a newly formed entity with no record of relevant past performance, the evaluation of past performance may be based on the past performance of any parent organization(s) or member organizations in a joint venture, LLC, or other similar entity consistent with the evaluation described in paragraphs (a) and (b) above. Past performance of predecessor companies resulting from mergers and acquisitions may also be considered.
- (d) No record of past performance. If the ~~Offeror~~ Offeror or major/critical, subcontractor(s), ~~or other performing entities~~ do not have a record of relevant past performance or if information is not available, the Offeror will be evaluated neither favorably nor unfavorably.
- (e) Sources of past performance information. DOE will evaluate past performance information provided by the Offeror and other available information. The Government may contact any or all of the references provided by the Offeror and will consider such information obtained in its evaluation. The Government may also consider past performance information from sources other than those provided by the Offeror, such as commercial and government clients, government records, regulatory agencies, and government databases such as the Government's ~~Contractor~~

[Performance Assessment Reporting System Past Performance Information Retrieval System \(PPIRS\).](#)

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

- (a) The relative importance of the evaluation factors for the Technical and Management Proposal are as follows:-

Factor 1 - Experience
Factor 2 - Key Personnel
Factor 3 - Technical Understanding and Approach
Factor 4 - Past Performance

Factor 1, Experience, Factor 2, Key Personnel and Factor 3, Technical Understanding and Approach are considered equal in importance, and are each significantly more important than Factor 4, Past Performance. Each evaluation factor applicable to this solicitation is identified and described in this and other provisions of this Section M.

- (b) The evaluation factors other than Price (i.e., Experience, Key Personnel, Technical Approach, and Past Performance), when combined, are significantly more important than the evaluated Price.

M.7 DOE-M-2012 BASIS FOR AWARD (OCT 2015)

The Government intends to select an Offeror for award of a contract that represents the best value to the Government. In determining the best value to the Government, the evaluation factors for the Technical and Management Proposal, when combined, are significantly more important than the evaluated price. The Government is more concerned with obtaining a superior technical and management proposal than making award at the lowest evaluated price.

However, the Government will not make an award at a price premium it considers disproportionate to the benefits associated with the evaluated superiority of one Offeror's technical and management proposal over another. The Government will assess what the strengths and weaknesses between or among competing technical and management proposals indicate from the standpoint of: (1) what the difference might mean in terms of anticipated performance, and (2) what the evaluated price to the Government would be to take advantage of the difference. The closer or more similar in merit that Offerors' technical and management proposals are evaluated to be, the more likely the evaluated price may be the determining factor in selection for award.

M.8 PRICE EVALUATION

The Offeror's price proposal will not be point scored or adjectivally rated, but will be evaluated for price reasonableness and mathematical accuracy. The evaluated price for each Offeror will be based on the total proposed price in Section B.2, including the base period and the option periods. The Government may use any or all price analysis techniques and procedures described in FAR Part 15.404-1(b) to determine price reasonableness. For labor categories, the proposed labor rate for each labor category will be multiplied by the estimated quantity of DPLH to determine the total proposed price for each labor category. In the event of a conflict between the proposed labor category price and the extended price specified by the Offeror, the labor rate will be used to determine the total proposed price for that labor category.

Proposal information contained in Volume III-Price Proposal may be considered as part of the evaluation of Volume II-Technical Proposal in order for the DOE to verify that the estimated values for the proposed major subcontractors are more than \$750,000~~major subcontractors~~, as it relates to evaluation Factors 1 Relevant Experience - and Factor 4 Recent and Relevant Past Performance. DOE will also evaluate the Offeror's demonstration of compliance with the Limitations on Subcontracting, as well as, the Offeror's documentation provided to ensure an adequate accounting system and adequate financial capability to complete the contract. Any proposal that does not meet the requirement in FAR 52.219-14 that at least 50% of the cost of contract performance incurred for personnel be expended for employees of the Offeror may be considered unacceptable and may not be considered for award

M.9 FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).