SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES
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2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	89303320REM000073	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	10/29/2020	

7. ISSUED BY CODE 893033

EM -Environmental Mgmt Con Bus Ctr
EMCBC
U.S. Department of Energy
EM Consolidated Business Center
550 Main Street, Room 7-010
Cincinnati OH 45202

8. ADDRESS OFFER TO (If other than Item 7)

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 (electronic only) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until 1600 ET *(Hour)* local time 12/14/2020 *(Date)*

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.	
	Ian R. Rexroad	513	246-0077		ian.rexroad@emcbc.doe.gov

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OFFER *(Must be fully completed by offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____180_____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232.8)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGEMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR — CODE _____ FACILITY _____

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.	☐ IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		

AWARD *(To be completed by government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304 (c) ( ) ☐ 41 U.S.C. 253 (c) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* — ITEM

24. ADMINISTERED BY *(If other than Item 7)* CODE _____

25. PAYMENT WILL BE MADE BY CODE _____

26. NAME OF CONTRACTING OFFICER *(Type or print)*
Wilmari C. Delgado

27. UNITED STATES OF AMERICA
(Signature of Contracting Officer)

28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 1 Days After Award Delivery Location Code: 03003 EMCBC - Carlsbad US Department of Energy Carlsbad Project Office P.O. Box 3090 Carlsbad NM 88221				
00001	Carlsbad Technical Assistance Contract (CTAC)				

PART I - THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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

(a) This is an Indefinite-Delivery/Indefinite-Quantity (IDIQ) contract under which Firm-Fixed-Price (FFP) and/or Time-and-Materials (T&M) task orders will be issued. This contract will provide various technical assistance services in support to the Carlsbad technical assistance requirements as described in the Section C – Scope of Work.

(b) For work performed by the Contractor's employees and/or subcontractor employees, the labor categories, direct-productive-labor-hours (DPLH) and fixed labor rates in Table B.2(3), *IDIQ Schedule of Fully Burdened Labor Rates* below shall apply. The Contractor shall provide the DPLH at the fixed-hourly rates shown in Table B.2(3) segregated by performing entity. The qualifications for the labor categories are identified in Section J, Attachment J-3, *Position Qualifications and Job Descriptions*.

(c) Work shall be performed at the location(s) described in Section F. The Government will furnish office space, furniture, equipment, and materials necessary for work in facilities owned or controlled by the Government. The Contractor shall furnish the same for work performed at all other locations and also furnish offsite/corporate support personnel, facilities, office furniture, equipment, material, services, and supplies, and otherwise do all things necessary to accomplish work in a safe, integrated, effective, and efficient manner in accordance with the terms and conditions of the Contract and resulting task orders.

(d) The Contractor shall provide the requested services issued as task orders against B.2 *Contract Line Item Structure*, within the guaranteed minimum and estimated maximum quantities as specified in Section B.3 below, on a schedule to be specified by the Government in accordance with the contract clause H.36, *Task Ordering Procedure*; FAR 52.216-18, *Ordering*; and FAR 52.216-19, *Ordering Limitations*.

(e) Payment for the DPLH provided and materials, supplies, equipment, travel, or other direct costs under T&M task orders shall be made in accordance with FAR 52.232-7, *Payments Under Time-and-Material and Labor-Hour Contracts*. Payment under FFP task orders shall be made in accordance with FAR 52.232-1, *Payments*.

B.2 DOE-B-2008 CONTRACT LINE ITEM STRUCTURE (OCT 2014) (REVISED)

(a) Task orders shall be proposed and awarded against the following CLIN:

CLIN	ITEM DESCRIPTION	CONTRACT CEILING VALUE	CONTRACT ORDERING PERIOD
01000	Carlsbad Technical Assistance Contract (CTAC)	$100,000,000.00	Five (5) years from the date of contract award.

(b) The Contractor shall be reimbursed under T&M task orders 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 (ODCs) for this contract (as proposed and authorized in the applicable task order) is [$7,500,000] incorporated in Section J, Attachment 7, *Pricing Schedules*:

(c) The total value of this contract is [*Offeror fill-in*] based on Table B.2(1) below:

Table B.2(1): Total Contract Value:

CLIN	Description of Services	Estimated DPLH	Price
01000	Carlsbad Technical Assistance Contract		
	Technical Assistance Labor		$[Offeror fill-in]
	Other Direct Costs (Travel, Material, Training, Misc.)		$ 7,500,000
	Prime Contractor Indirect Costs [1]		$[Offeror fill-in]
	CLIN 01000 Total		**$[Offeror fill-in]**

[1] The indirect ceiling rates in Section B.4 for Years 1 through 5 will each be applied to ODCs for each year to establish the Offeror fill-in for Indirect Costs.

(d) Section J, Attachment 7, *Pricing Schedules*, incorporates the Fully Burdened Labor Rates applicable for ordering and the estimated DPLH for the period of performance. While the estimated DPLH have been established for each labor category, these DPLH are only estimates, and therefore during the course of the contract, actual DPLH may vary from the estimated DPLH. The Contractor shall not be bound to deliver the DPLH by labor category in strict accordance with this contract, but shall instead be authorized to interchange DPLH within the approved labor categories and manage to the total ceiling price for labor. However, prior to contractor utilization of DPLH in excess of the estimated DPLH for any given labor category, the contractor must provide 10 business days advance written notice to the Contracting Officer. The advance notification requirement applies to the initial instance such a situation occurs for each labor category.

(e) Except where Section J, Attachment 7, specifies another location, or when the Contracting Officer approves an exception in writing, the official duty station for each labor category is Carlsbad, New Mexico.

B.3 CONTRACT MINIMUM AND MAXIMUM VALUE OF SERVICES

(a) The guaranteed minimum value of services to be ordered as required by Section I, FAR 52.216-22, *Indefinite Quantity*, is $1,000.00.

(b) The estimated maximum value of services to be ordered as required by Section I, FAR 52.216-22, *Indefinite Quantity*, is $100,000,000.00.

(c) Funding will be obligated to each individual task order up to the estimated maximum value of the basic contract. All task orders issued under this contract count towards the estimated maximum value of $100,000,000.00, and the total cumulative value of the task orders issued shall not exceed the contract estimated maximum value.

B.4 NON-LABOR COST – INDIRECT CEILING RATE

The Contractor is entitled to apply an indirect rate to all non-labor costs for any issued Time-and-Materials Task Orders in accordance with the ceiling rates provided in Section J, Attachment 7, *Pricing Schedules*. The percentage specified is considered a ceiling rate. The Contractor's actual rates, up to the ceiling rate, will be applied for any issued Time-and-Material Task Orders. The Contractor's reimbursed indirect rate shall be supported by the Contractor's accounting system. If the Contractor is unable or does not segregate indirect rates with an allocation base containing non-labor costs, the Contractor is not entitled to any applied indirect rates to non-labor costs incurred.

B.5 DOE-B-2013 OBLIGATION OF FUNDS (OCT 2014)

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

[*To Be Determined on a Task Order basis. No funding will be obligated to the IDIQ Contract.*]

B.6 LIMITATION OF GOVERNMENT'S OBLIGATION (FOR FIRM-FIXED-PRICE TASK ORDERS)

(a) This contract's fixed-price task orders issued under CLIN 01000 have traditional Federal Acquisition Regulation fixed prices and contract terms and conditions, with the exceptions that: fixed-price task orders issued under CLIN 01000 may be

(b) incrementally funded; and if a task order is incrementally funded, in the event of termination before it is fully funded the Government's maximum liability for the task order will be the lower of the amount of funds allotted to the task order or the amount payable to the Contractor per the Termination for Convenience (Fixed-Price) clause of this contract. For each task order there is:

1) a fixed price for the action;
2) a fixed amount of work that corresponds to the fixed price;
3) a planned funding schedule that corresponds to the fixed price and the fixed amount of work;
4) no Government obligation to the Contractor until the Government allots funds to the contract for the action;

5) if the Government allots funds, a maximum Government obligation, including any termination obligations, to the Contractor equal to the allotted funds; and

6) an obligation that the Government will pay the Contractor for the work the Contractor performs for which funds were allotted based on the price of the work performed, not the costs the Contractor actually incurs.

(c) For each task order:

1) the Government's maximum obligation, including any termination obligations and obligations under change orders, equitable adjustments, or unilateral or bilateral contract modifications, at any time is always less than or equal to the total amount of funds allotted by the Government to the contract for the task order;

2) the Contractor explicitly agrees it reflected (that is, included or could have included an additional amount) in its offered price and in the subsequent negotiated fixed price for each of the fixed-price task orders included in this contract:

   i. the added complexity, challenges, and risks (including all risks, costs or otherwise, associated with termination as articulated in this clause) to which the Contractor is subject due to the incremental funding arrangement established in this clause; and

   ii. the specific risk that in the event of termination of an incrementally funded task order before the task order is fully funded, the Contractor could receive less than the Termination for Convenience (Fixed-Price) clause of this contract would allow, that is, because the maximum Government obligation for a fixed-price task order is the allotted funds for the task order, the Contractor will receive the lower of the allotted funds or what the Termination for Convenience (Fixed-Price) clause of this contract would allow.

3) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, which is the price of the services the allotted funds cover, equals the total amount allotted to the contract for the services;

4) if funds become available and the Government's need continues, the Government will allot funds periodically to the task order, the Contractor will provide a fixed amount of work for the funds allotted, and the Government will pay the Contractor based on the price of the fixed amount of work. The Government will not pay the Contractor based on the costs the Contractor incurs in performing the work; and

5) the Contractor agrees to provide the fixed amount of work for the fixed price identified in the contract's Section B, Supplies or services and prices/costs, and in accordance with the delivery schedule identified in the contract's Section F, Deliveries or performance, provided the Government provides the funding per or earlier than the Planned Funding Schedule in paragraph (n) of this clause. At any

time, the cumulative amount of funds allotted is the fixed price for the cumulative fixed amount of work identified with the funds.

(d) For each task order:

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

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

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

i. the cumulative amount of funds allotted will equal the task order's fixed price and

ii. the Contractor must provide the work the contract requires for the task order.

(e) The fixed price for each task order is listed in Section B of this contract.

(f) The Planned Funding Schedule for each task order is in paragraph (n) of this clause. The sum of the planned funding for each task order equals the fixed price of the task order.

(g) The Actual Funding Schedule for each task order is in paragraph (o) of this clause. It specifies the actual amount of funds allotted and presently available for payment by the Government separately for task orders issued under CLIN 01000, and the work to be performed for the funds allotted.

1) The Contractor may bill against a task order only after the Government has allotted funds to the task order and the Contractor has delivered the services and earned amounts payable for the task order.

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

ii. If the Contractor does not perform the contract's requirements for the task order, it must return the amounts that it billed that the Government reimbursed.

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

1) The Government's and the Contractor's obligations under the contract for the task order—with the exception that the Government's obligation for the task order is limited to the total amount of funds allotted by the Government to the task order and similarly the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted—will be as if the task order were both fixed price and fully funded at time of contract execution, that is, the Contractor agrees that: it will perform the

work of the contract for that task order; and neither the fixed-price for the task order nor any other term or condition of the contract will be affected due to the task order's being incrementally funded.

i. The Contractor agrees, for example, if the Government allots funds to a task order per or earlier than all of the funding dates in the Planned Funding Schedule for the task order, the Government has met all of its obligations just as if the task order were fully funded as of the time of contract execution and the Contractor retains all of its obligations as if the task order were fully funded as of the time of contract execution, while at the same time the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the contract; consequently, if the Contactor earns amounts payable at any time in performing work for the task order that exceed the total amount of funds allotted by the Government to the contract for the task order

A. it (not the Government) will be liable for those excess amounts payable

B. it will remain liable for its obligations under every term or condition of the contract and

C. if it fulfills all of its obligations for that task order and the Government allots funds to the task order equal to the task order's fixed price, the Government will pay it the fixed price for the task order and no more.

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

(i) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the amount payable it expects to earn for the task order in the next 60 days, when added to all amounts payable previously earned, will exceed 75 percent of the total amount allotted to the task order by the Government.

1) The notification is for planning purposes only and does not change any obligation of either the Government or the Contractor.

2) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the task order.

3) The Government may require the Contractor to continue performance of that task order for as long as the Government allots funds for that task order sufficient to cover the amount payable for that task order.

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

1) the Government's maximum obligation, including any termination obligation, to reimburse the Contractor remains limited to the total amount of funds allotted by the Government to the contract for that task order;

2) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, equals the total amount allotted to the contract;

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

(k) Except as required by either other provisions of this contract specifically citing and stated to be an exception to this clause, or by, among other things, terminations, change orders, equitable adjustments, or unilateral or bilateral contract modifications specifically citing and stated to be an exception to this clause, for either task order:

1) The Government is not obligated to reimburse the Contractor in excess of the total amount allotted by the Government to this contract for the task order; and

2) The Contractor is not obligated to continue performance under this contract related to the task order or earn amounts payable in excess of the amount allotted to the contract by the Government until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the task order.

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

(m) Change orders, equitable adjustments, unilateral or bilateral contract modifications, or similar actions shall not be considered increases in the Government's maximum liability

or authorizations to the Contractor to exceed the amount allotted by the Government for a task order unless they contain a statement increasing the amount allotted.

(n) Nothing in this clause shall affect the right of the Government to terminate this contract for convenience or default.

(o) Planned Funding Schedule:

The following table and requisite information shall be inserted by the Government in each incrementally funded FFP task order:

[TBD in each Incrementally Funded Task Order]:

Task Order #	Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished

(p) Actual Funding Schedule:

The following table and requisite information shall be inserted by the Government in each incrementally funded FFP task order:

[TBD in each Incrementally Funded Task Order]:

Task Order #	Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished

PART I - SCHEDULE

SECTION C - SCOPE OF WORK

CARLSBAD TECHNICAL ASSISTANCE CONTRACT

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C.1 BACKGROUND

The primary mission of the CBFO in Carlsbad, New Mexico is to lead the nation's defense-related transuranic (TRU) waste disposal effort in support of the DOE Environmental Management (EM) mission. This effort consists of operating the Waste Isolation Pilot Plant (WIPP) in accordance with the WIPP Land Withdrawal Act (Public Law 102-579 as amended by Public Law 104-201), applicable federal and state regulations, applicable DOE Orders, and to manage the National TRU Program (NTP), providing oversite and coordination of TRU waste characterization, certification, and shipping programs at waste-generating sites and national laboratories around the nation. In addition, this effort includes serving as an international center for the study of radioactive waste repository performance and enabling the unique capabilities of the WIPP to be utilized to support basic scientific research.

After two major incidents in 2014, the WIPP repository has been recovered and is in limited operations due to radioactive contamination in the disposal areas of the mine. Two major capital projects are underway to build a new filter building for underground ventilation and a new utility shaft for future panel areas to be mined. By FY25, these projects should provide a new and clean underground ventilation system and WIPP should be able to return to full TRU waste receipt capacity. This SOW will include supporting CBFO with capital projects oversight as well as normal WIPP and NTP operations.

This Scope of Work (SOW) is for providing technical assistance for the U.S. Department of Energy's (DOE) Carlsbad Field Office (CBFO) to support on-going missions associated with the Waste Isolation Pilot Plant (WIPP) and the National Transuranic (TRU) Program (NTP). The CBFO Contracting Officer (CO) may order the support personnel necessary to keep all of the CBFO program areas fully functional, except those areas deemed "inherently government" by CBFO. The CBFO is currently organized into the following primary program areas:

- Office of the Manager (OOM)
- Office of the Waste Isolation Pilot Plant (OWIPP)
- Office of the National TRU Program (ONTP)
- Office of Business Operations (OBO)
- Office of Program Management (OPM)
- Office of Environmental Protection (OEP)
- Office of Quality Assurance (OQA)

The following functions within each of the primary program areas require support to ensure the functions are maintained:

- Office of the Manager
    - Personnel Management
    - DOE headquarters (HQ) Interface
    - Congressional Interface
    - Legal Research and Support
    - Public Affairs
    - Stakeholder Interface

    - Regulator Interface
    - Repository Science
    - International Affairs
    - Capital Asset Projects
    - Waste Management
    - Administrative/Secretarial
    - Strategic Planning
- Office of the Waste Isolation Pilot Plant
    - TRU Waste Disposal Compliance
    - WIPP Operational (including Conduct of Operations) Oversight
    - Nuclear Safety Oversight
    - Safety Systems and Engineering Oversight
    - Radiological Protection Oversight
    - Industrial and Mine Safety Oversight
    - Emergency Management Oversight
    - Fire Protection Oversight
    - Work Control Oversight
    - Facility Maintenance Oversight
    - Defense Nuclear Facilities Safety Board (DNFSB) and Mine Safety and Health Administration (MSHA) Interface
    - HQ Operations and Safety Interface
- Office of the National TRU Program
    - TRU Waste Program Certification and Oversight
    - TRU Waste Acceptance Compliance and Oversight
    - TRU Waste Transportation Compliance and Oversight
    - TRU Waste Site Interface
    - Regulator Interface
    - Institutional Affairs and States/Tribal Interface
    - TRANSCOM (Shipment tracking and communications) Oversight
    - Waste Data System (WDS) Oversight
    - Waste Confirmation
    - Los Alamos National Laboratory – Carlsbad Operations Oversight
    - EPA and NMED Interface
    - HQ EM and NNSA TRU Waste Interface
- Office of Business Operations
    - Budget Planning and Execution
    - Contract Administration
    - Finance and Accounting
    - Information Technology
    - Cyber Security Support
    - Government Information and Records Management
    - Human Capital Interface
    - Office of the Inspector General and Government Accountability Office Interface
    - Environmental Management Consolidated Business Center (EMCBC) Interface

    - HQ CFO and CIO Interface
- Office of Program Management
    - Program Management
    - Project Management
    - Project Controls
    - Performance Measurement Baseline Development and Monitoring
    - Risk Management
    - Strategic Planning Support
    - Safeguards and Security (includes Physical and Cyber Security)
    - Technical Qualification/Training
    - Public Affairs
- Office of Environmental Protection
    - Environmental Compliance
    - Hazardous Waste Facility Permit (NMED) Compliance
    - Long-Term Repository Performance (EPA) Compliance
    - Peer Reviews for Compliance Certification Activities
    - NEPA Compliance
    - Sandia National Laboratory – Carlsbad Programs Group Oversight
    - Los Alamos National Laboratory – Carlsbad Operations Oversight
    - Carlsbad Environmental Monitoring and Research Center (CEMRC) Interface
    - NMED Interface
    - EPA Interface
    - HQ Environmental Program Interface
- Office of Quality Assurance
    - Nuclear Quality Assurance Compliance
    - TRU Waste Program Certification Assessments
    - WIPP QA Assessments
    - Transportation QA Assessments
    - LANL-CO and SNL-CPG QA Assessments
    - Software Quality Assurance
    - NMED QA Interface
    - EPA QA Interface
    - HQ QA Oversight Program Interface

The level of support required by CBFO may not be consistent during the contract period and may increase or decrease according to the program needs. Throughout the SOW, the terms ‘technical support’, ‘technical assistance personnel’, ‘technical specialist’, ‘technical consultant’, ‘support services’, and ‘support service personnel’ are synonymous and refer to the Contractor personnel who provide the SOW specified activities/services to CBFO via task order. Contractor personnel assigned to perform the SOW activities shall perform their duties with a minimum of oversight and guidance by CBFO and in compliance with all applicable CBFO policies and procedures. The Contractor shall ensure that duties are performed in a competent, professional manner that meets established milestones and adheres to schedules as established by the CBFO. Work products are expected to be thorough, accurate, appropriately documented, and comply with established criteria. Some work products will include highly sensitive information and

recommendations. The Contractor is expected to maintain the confidentially of information as dictated by the requesting federal party and overall Department of Energy (DOE) standards of ethics and professional behavior.

The primary place of performance is at the Skeen-Whitlock Building (Government Services Administration [GSA]-Leased Building where the Carlsbad Field Office [CBFO] is located) in Carlsbad, New Mexico. Some Contractor employees may also be required to perform work at the WIPP Site located approximately 33 miles Southeast of Carlsbad and to TRU waste generating sites and national laboratories nationwide in performance of their duties, primarily for conducting QA assessments and oversight. Contractor personnel who provide support at WIPP and locations other than CBFO will likely need to meet differing site requirements including, but not limited to, physical access to nuclear facilities, health monitoring, radiological worker training, and HAZWOPER (hazardous waste worker/responder) training. In addition, the support provided at the other locations may require some physical effort including, but not limited to, walking significant distances and wearing personal protective equipment (PPE) which may include respirators and anti-contamination clothing. Technical support may require exposure to radiation areas and conditions within the limits of a site's authorized radiological activities. Contractor support may require a limited number of personnel willing and able to obtain and/or maintain a DOE security clearance (Q or L) for review of sensitive information.

The contract identifies two Key Personnel to be appointed under the contract. The Contractor shall appoint a Program Manager and a Quality Assurance Manager to serve locally in Carlsbad, NM as the primary interfaces to the DOE-CBFO Contracting Officer and Contracting Officer's Representative (COR) and who have supervisory control over the Contractor's employees assigned to perform work on the task orders issued from this IDIQ contract. The CTAC Program Manager shall develop work and staffing plans for all assigned tasks and provide monthly status reports on all activities to the CO and COR.

C.2 SCOPE OF WORK

The Contractor shall provide support to the CBFO Offices as described below except those deemed "inherently governmental" by CBFO.

C.2.1 Support to the CBFO Office of the Manager

The Contractor shall provide support to the CBFO Office of the Manager (OOM) to provide overall management and direction to CBFO and its contractors as described below in sections C.2.1.1 through C.2.1.6.

C.2.1.1 Executive Management Support

The Manager of the Carlsbad Field Office (CBFO) is responsible for the overall effective performance of all program areas within CBFO. The Contractor shall support CBFO executive management in the following areas, as needed:

- Public and regulatory stakeholder communications and relations
- Executive management consulting

- Legal research and reporting
- Corrective actions management

Depending on the activity, the Contractor shall provide executive management support in, but not limited to, the following areas: RCRA permitting requirements; National Environmental Policy Act (NEPA); WIPP repository performance assessment requirements; WIPP site operations; DOE TRU characterization and shipping activities; DOE Environmental Management (EM) complex sites and missions; senior engineering, science, and management experience; complex environmental management experience; complex problem identification and resolution experience; tracking and monitoring progress made towards completing outstanding corrective actions resulting from the Accident Investigation Board Reports; and Freedom of Information Act (FOIA) and Privacy Act issues.

C.2.1.2 Administrative Assistance Services Support

The Contractor shall provide full-time administrative services support for all CBFO Offices listed above and other areas, as needed. This includes, but is not limited to, general clerk support for specific tasks, professional secretarial support for large numbers of technical professionals, and executive assistant support for executive management. Need and level of administrative services support are defined by three levels of administrative assistant labor categories and shall be requested by CBFO program management through the COR and/or CO. General administrative services staff provided by the Contractor in response, shall reside among and report directly to the assigned CBFO Offices as follows:

- The administrative assistant support includes, but is not limited to: general clerk duties; administrative support services to multiple federal staff members in any program area; maintaining a close and highly responsible relationship to the day-to-day activities of the assigned CBFO Office Director and staff; work independently with a minimum of detailed supervision and guidance, and perform various clerical and administrative duties requiring knowledge of office routines and an understanding of the organization, programs, and procedures related to the assigned office. Provide support to staff on office software at an advanced working-level, and provide support in developing electronic presentations, detailed electronic spreadsheets, and database management. Administrative staff are required to be cross-trained on to support any of the CBFO Offices as needed to cover authorized and unauthorized absences and training.
- The Contractor may provide executive assistant support to any CBFO Offices, as requested, to include, but is not limited to: expert proficiency in all general clerk and secretarial requirements as well as the ability to work independently on projects requiring research and preparation of briefing charts and other materials.

C.2.1.3 International Repository Science Program

Contractor may provide support, as requested, for specific international repository program activities including, but not limited to the following:

- Function as expert consultants and shall conduct highly complex scientific work related to international science programs and underground science.

- Coordination of international technology cooperative development activities and international information exchanges on deep geologic waste disposal with other countries, whether they occur in Carlsbad or elsewhere.
- Provide support on technical issues related to long-lived radioactive waste disposal and scientific testing in deep geological salt formations.
- Interface with Sandia National Laboratory – Carlsbad Programs Group (SNL – CPG) and Los Alamos National Laboratory – Carlsbad Operations (LANL-CO), and other international scientific organizations including overseas entities, to orchestrate the DOE input to several Nuclear Energy Agency and Salt Club technical documents being proposed and currently in preparation, including two Features Events, Processes and Scenario Development documents, a generic one and one specifically for repositories in salt.
- Coordination with DOE Office of Nuclear Energy (NE) support organizations.
- Coordinate input to several products being identified for Nuclear Energy Agency or other international organization projects of which CBFO participates.
- Support the Salt Club's purview by working with LANL-CO and SNL-CPG in planning future exchanges, and attend scheduled exchanges.
- Obtain access to and utilize an existing commercial worldwide salt-body compendium to derive a list of potentially useful salt bodies for radioactive waste repository purposes, using internationally published screening criteria.
- Author, present, and/or publish papers dedicated to topics across activities within the International TRU Waste Repository and Scientific program area. Papers are typically produced in cooperation with CBFO federal staff and/or other, especially international, co-authors, primarily to promote international technical cooperation but secondarily to increase awareness of CBFO international work in appropriate technical and scientific communities.

C.2.1.4 General Scientific Activities

Contractor shall provide support, as needed, for general scientific activities including the following:

- Provide expertise in applying creative solutions to unique radioactive waste management issues
- Provide support to integrate and coordinate waste technology development and technology transfer
- Provide advice and strategy to coordinate underground science activities.
- Recommend and support strategic planning efforts to enhance the EM mission
- Conduct regulatory-related research
- Assist CBFO in representing WIPP to external DOE offices, other agencies, academia, nuclear research community, and the private sector on nuclear facility scientific and technological issues

Provide scientific and technical advice and guidance on repository science and compliance matters such as technology development, testing, reviews, assessments, and translation of findings into improved facility performance.

C.2.1.5 National Analytical Management Program (NAMP)

Contractor may provide support, as needed, for National Analytical Management Program (NAMP) activities including, but not limited to, the following:

- Coordinate Environmental Response Laboratory Network submittals and correspondence between DOE, Environmental Protection Agency (EPA), and member laboratories.
- Prepare and manage NAMP national meetings as requested.
- Develop and manage NAMP program documentation which includes funding documents between CBFO and laboratories and/or EPA.
- Support CBFO with overall NAMP coordination as requested.

C.2.1.6 Engineering and Technical Reviews and Assessments

The Contractor may provide engineering support in the execution and direction of Capital Asset Projects and Operational Activities to support federal staff with oversight activities.

The contractor shall develop documents used to evaluate and improve projects and operations, including a capability to develop and maintain standard review plans and/or criteria, review and approach documents. The contractor shall be fully educated and experienced in the implementation and oversight of current DOE Standards (https://www.standards.doe.gov) to support DOE in the role of Design Authority and the implementation role and responsibility of contractors.

a. The Contractor shall provide support to CBFO, primarily to the Federal Project Director, but may be provided to other OOM staff for organizing, planning, conducting, updating and completing the required reviews and assessments. Activities for which support on engineering and technical reviews and assessments may be required include, but are not limited to:

    - Analysis of Alternatives;
    - External Technical Reviews;
    - Independent Project Reviews;
    - Project Peer Reviews;
    - Technical Independent Project Reviews;
    - Design Reviews;
    - External Independent Reviews;
    - Technology Readiness Assessments;
    - Construction Project Reviews;
    - Peer Reviews;
    - Operational Readiness Reviews;
    - Readiness Assessments;
    - Technical Readiness Level;
    - Risk Analysis;
    - Packaging and Transportation Assessments; and

- Quarterly Program Reviews.

The following further describes some of the required assessments and reviews:

- Analysis of Alternatives (AoA) are conducted independently of the contractor, after the Mission Need Statement (Critical Decision 0 has been approved, but prior to Critical Decision 1, Alternative Selection and Cost Range). This requirement was implemented by the Secretary of Energy (Executive Memorandum dated June 2015), which requires that the AoA be conducted in accordance with the Best Practices described by the Government Accountability Office (GAO) (GAO-16-22, which superseded GAO-15-37).

- External technical reviews (ETR) and/or independent peer reviews (IPRs) are recognized in the scientific and engineering community as important to sound decision making. IPRs and Technical Independent Project Reviews (TIPRs) also play a role in ensuring the integration of safety in design. The results of these reviews are used to evaluate technical issues and to identify the path forward for the selected technology development and deployment projects. These reviews are conducted at key project milestones (i.e., Critical Decisions, as described in DOE Order 413.3B, *Program and Project Management for the Acquisition of Capital Assets*). Similarly, Project Peer Reviews (PPRs) are conducted on a schedule defined by the Project Management Executive, as determined by project complexity and overall status. ETRs can be integrated into the conduct of planned IPRs and PPRs, or chartered independently by DOE EM HQ, as determined to be necessary. While IPRs and PPRs may be led by other DOE program offices (e.g., PM-10), technical expertise will be provided by EM in support of those efforts to ensure continuity and that the appropriate subject matter expertise is applied to the technical issues.

- Design Reviews are generally required at 30%, 60%, and 90% design completion points for DOE EM projects. These are technically intensive reviews that evaluate the overall functionality of the design in reliably achieving the defined Technical and Functional Requirements (T&FRs). These reviews also provide the most effective way to track and monitor design progress, including implementation of recommendations resulting from IPRs and PPRs. These recommendations may impact not only the design, but the T&FRs as well. The Design Review provides an in-depth understanding of these details that are generally not appropriate for other types of reviews and assessments.

- External Independent Reviews (EIRs), yet another form of independent assessment, can be used in lieu of an IPR. They can be used at any project CD, but are often focused on the later project stage, i.e., CD-3, when the facility is ready start construction and will be assessed for the plans to

complete turnover to operations for start-up testing and commissioning. These reviews are important for ensuring that the start-up test plan and procedures are adequate and will result in safe transition to full radioactive operations.

- Technology Readiness Assessments (TRAs) provide a snapshot in time of the maturity of technologies and their readiness for insertion into the project design and execution schedule. The value of these reviews and assessments is largely dependent on the qualifications of the reviewers, including education, experience, peer recognition, contributions to the profession and other parameters that constitute exceptional scientific and technical expertise. TRAs must be conducted in accordance with the DOE Order 413.3B, and related guide, DOE Guide 413.3-4A, as well as the DOE EM TRA/Technology Maturation Plan Implementation Guide, Rev. 1 (August 2013).

b. The Contractor shall provide technical expertise, analysis, implementation and other technical and engineering support in areas that include, but are not limited to the following:

- Resolving technical issues related to design, construction, and operations;
- Developing methodology and conducting design verification activities for new construction projects;
- Identifying safety margins and basis of design issues;
- Development of training relating to the conduct of engineering and DOE's Role;
- Support initiatives requiring specialized technical expertise such as the seismic lessons learned panel, deposition velocity and accident analysis approaches, erosion and corrosion issues, and others;
- Ensuring that safety is integrated with the design of the facility;
- Program Planning;
- Research and Development;
- Developing Charters;
- Conducting Lines of Inquiry;
- Developing other reports and briefing materials, as specified;
- Standing Operating Policies and Procedures (SOPPs); and
- Technical Maturation Plan.

C.2.2 Support to the Office of WIPP

The Contractor shall provide support to the CBFO Office of WIPP (OWIPP) to provide operational and safety oversight of the WIPP prime contractor responsible for management and operation of WIPP and its subcontractors as described below in sections C.2.2.1 through C.2.2.9.

C.2.2.1 Facility Operations Oversight

The Contractor shall support the CBFO OWIPP in providing facility operations oversight of the WIPP M&O contractor and its subcontractors to operate WIPP systems and programs to ensure that TRU waste handling, processing, and disposal is conducted safely and compliantly, including the implementation of the WIPP Documented Safety Analysis (DSA) and Technical Safety Requirements (TSR) and Conduct of Operations requirements. The Contractor will accomplish this by providing support to the CBFO Facility Representatives to include mentoring support for training and qualifying the DOE Facility Representatives.

C.2.2.2 Nuclear Safety Oversight

The Contractor shall support WIPP site nuclear safety oversight activities associated with developing, implementing, interpreting, and enforcing WIPP DSA and TSR and shall have a thorough knowledge of 10 CFR 830, Subparts A and B and 10 CFR 835. Nuclear safety personnel shall support the following activities:

- Preparation, review, and implementation verification of Nuclear Safety Basis, WIPP DSA and TSR documents and requirements.
- Reviews of Unresolved Safety Question (USQ) Determinations (USQD)
- Preparation and reviews of Safety Evaluation Reports (SERs).
- Nuclear Safety-related assessments and/or walk-throughs.
- Standards/Requirements Implementation Documents oversight transition.
- Technical assistance and nuclear safety advice to CBFO technical and management staff.
- Nuclear safety-related DOE orders and regulations compliance support.
- Support CBFO in performance of routine and ad-hoc reviews, assessments, and oversight walk-downs of: nuclear safety program adequacy, implementation, and compliance verification/oversight activities.
- Support CBFO staff assigned as Defense Nuclear Facilities Safety Board (DNFSB) Liaison to interface and provide access and information to DNFSB representatives for their independent oversight

C.2.2.3 Safety Systems Oversight

The Contractor shall support the CBFO safety system oversight staff in providing oversight activities associated with the following WIPP safety systems required to be functional and operational for WIPP to operate within the nuclear safety basis established in the WIPP DSA and TSR:

- Confinement ventilation systems
- Electrical distribution systems
- Plant air (pneumatic) systems
- Underground and mining systems
- Hoisting systems
- TRU waste handling and emplacement systems

- Other facility systems

The Contractor's support for oversight of these systems will include:

- Reviewing System Design Descriptions, system drawings, program documents, operational procedures, spare parts inventories, procurement documents, Engineering Change Notices (ECNs), Engineering Change Orders, Approval Requests/Variation Requests (AR/VRs) and other engineering and configuration management/control documents and records associated with the systems listed above.
- Conducting walk-downs and assessments of the assigned systems listed above to verify functionality, operability, and deficiencies to identify for resolution.
- Documenting results of the safety system oversight activities in approved operational awareness and issues management systems for CBFO review.

C.2.2.4 Industrial Hygiene and Industrial Safety Oversight

The Contractor shall support the following OWIPP industrial hygiene/industrial safety (IH/IS) oversight activities:

- Perform review, assessment, and verification/oversight of the WIPP prime contractor's ISMS program and program changes, and its management of its ISMS program per pre-developed Criterion, Review and Approach Documents (CRADs)Support CBFO in developing the DOE ISMS Declaration report
- Support CBFO in ISMS improvement planning activities
- Assist CBFO in the review, comment, and recommendations for revision to the contractor ISMS Report, and its program plan, and implementing policies, procedures, and technical reports Provide support, including researching and retrieving reports, assessments, procedures, and other records for safety, health, and industrial hygiene support
- Participate in ISMS-related assessment and oversight activities
- Participate in evaluation of contractor Worker Safety and Health Programs in accordance with the requirements of 10 CFR 851 and the review and approval of hazard controls.
- Support CBFO in performance of routine and ad-hoc reviews, assessments, and oversight walk downs of: Occupational Safety and Health Administration (OSHA) requirements; and, general industrial safety and health verification/oversight activities.
- Provide technical support to CBFO in its investigation, evaluation, resolution, and prevention of emerging or ad-hoc safety and health issues.
- Support and provide program management of the DOE Technical Qualification Program (TQP) including tracking of qualification status, organization and maintaining a consolidated list of TQP qualifications and results, and other activities as needed to maintain the TQP program as current and functioning.

C.2.2.5 Mine Safety Oversight

The Contractor shall support the following mine safety oversight activities to verify compliance with 30 CFR (MSHA) regulations:

- Frequently conducting walk-downs and assessments of mining, ground control and underground operations.
- Reviewing Mine Ventilation Plans, Underground Escape and Evacuation Plans, work packages associated with underground activities, and other relevant mining, ground control and underground records.
- Documenting results of the mining, ground control, and underground operations oversight activities in approved operational awareness and issues management systems for CBFO review.
- Interfacing, coordinating and communicating with MSHA regulators related to their quarterly inspections.

C.2.2.6 Health Physics and Radiological Protection Oversight

The Contractor shall support the following WIPP site Health Physics and Radiological Projection activities:

- Participate in evaluation of contractor Radiation Protection Program compliance with the requirements of 10 CFR 835, including radiological protection program implementation and the internal and external dosimetry program.
- Support CBFO in performance of routine and ad-hoc reviews, assessments, and oversight walk-downs of: radiation protection program adequacy, implementation, and compliance verification/oversight activities. Provide technical support to CBFO in its investigation, evaluation, resolution, and prevention of emerging or ad-hoc radiation protection issues.

C.2.2.7 Fire Protection Oversight

The Contractor shall support the following WIPP site fire protection program oversight activities:

- Participate in Fire Hazard Analysis (FHA)/Baseline Needs Assessment (BNA) upgrades.
- Support CBFO in performance of routine and ad-hoc reviews, assessments, and oversight walk downs of: fire protection program adequacy, implementation, and compliance verification/oversight activities.
- Provide technical support to CBFO in its investigation, evaluation, resolution, and prevention of emerging or ad-hoc fire protection issues.

C.2.2.8 Emergency Management Oversight

The Contractor shall support the following emergency oversight activities to verify compliance with applicable DOE emergency management orders:

- Reviewing Emergency Management, Emergency Response, and Continuity of Operations plans, program documents, procedures, exercise/drill plans and other relevant implementing documents and records.
- Observing emergency management activities such as exercises and drills.
- Conducting walk-downs of emergency management/responses facilities and equipment.
- Documenting results of emergency management oversight activities in approved operational awareness and issues management systems for CBFO review.

C.2.2.9 Facility Work Planning, Control and Maintenance Oversight

The Contractor shall support the following work planning, control and maintenance oversight activities to verify compliance with applicable DOE emergency management orders:

- Reviewing work planning and control and maintenance program documents, procedures, work packages and other relevant implementing documents and records.
- Observing preventive and corrective maintenance evolutions.
- Conducting walk-downs of maintenance shops, warehouses, and work areas where maintenance activities are performed.
- Documenting results of work planning and control and maintenance oversight activities in approved operational awareness and issues management systems for CBFO review.

C.2.3 Support to the Office of NTP

The Contractor shall provide support to the CBFO Office of NTP (ONTP) to provide management and technical oversight of multiple contractors and organizations responsible for implementation of the National TRU Program as described below in sections C.2.3.1 through C.2.3.4.

C.2.3.1 National TRU Waste Management Activities

The Contractor shall support the following National TRU Waste Management activities:

- National TRU waste management strategic planning
- TRU waste inventory and database management
- TRU waste disposition determinations
- Reviews of NTP program documents and procedures
- NTP User Group meeting coordination and support

C.2.3.2 TRU Waste Certification Oversight

The Contractor shall support the following WIPP-Certified Program (WCP - i.e., Central

Characterization Project [CCP] and Advanced Mixed Waste Treatment Program) oversight activities:

- Reviews of WCP and the TRU waste generator site's program plans, technical procedures, waste stream profiles, waste characterization and certification equipment operations and maintenance manuals, regulatory requirements, and other related documents.
- Perform physical and virtual on-site reviews, operational observations, and technical assessments of TRU waste remediation, packaging/repackaging, and characterization/certification (i.e., radiography; non-destructive assay; headspace gas analysis; analytical chemistry; helium leak testing; acceptable knowledge (as defined by EPA in 40 CFR 194.2); visual examination (VE) and VE technique) activities at TRU waste generator sites.
- Observations of WCP certification/recertification assessments (i.e., audits and surveillances)
- Documenting results of WCP and TRU waste generator site oversight activities in approved operational awareness and issues management systems for CBFO review.

C.2.3.3 Performance Demonstration Program (PDP)

The Contractor shall support, as needed, the following PDP activities:

- Provide routine daily management of the PDP activities. Interact directly with federal and contractor personnel at waste generator and laboratory sites conducting performance demonstration operations to ensure all PDP program requirements are met.
- Perform independent evaluation of each TRU waste generator site's non-destructive assay (NDA) system. Provide NDA system certifications.
- Schedule and implement at least one drum NDA performance demonstration and one box NDA performance demonstration for each waste generator site per year.

Management of daily activities shall require routine direct interaction with federal and contractor personnel at waste generator and laboratory sites conducting performance demonstration operations to ensure all PDP program requirements are met. PDP activities consist of, but are not limited to, the following:

- Schedule each PDP demonstration;
- Manage analytical sample preparation and shipment to a DOE-qualified laboratory;
- Develop scoring reports of analytical data;
- Publish and distribute scoring reports;
- Evaluate and assist with corrective actions upon NDA test failures;
- Maintain accountability of PDP equipment including drums, boxes, and radioactive sources;
- Arrange shipping of PDP equipment and sources;
- Maintain all PDP program documentation;
- Develop, maintain, and provide PDP training material;
- Collect and submit applicable QA records;
- Assist with annual PDP budget development; and

- Provide regular PDP program status reports to CBFO.

In addition to the normal required number of PDP cycles for each waste generator site, the Contractor shall support supplemental cycles according to program needs as determined by CBFO.

In the past, RCRA hazardous waste analysis and waste container headspace gas sampling were both required as part of TRU waste characterization and certification activities. In addition to NDA systems, the PDP program was responsible for conducting performance demonstrations for both RCRA hazardous waste and container headspace gas sampling systems. On March 13, 2013 the New Mexico Environment Department (NMED) approved a modification request to WIPP's HWFP that allowed the removal of these sampling requirements from the waste characterization process. Due to a radiological incident that occurred at the WIPP in February 2014, CBFO may need to restore these sampling capabilities with one or more analytical laboratories. As needed, the Contractor shall support reestablishment of these capabilities and any resulting required RCRA hazardous waste and headspace gas sampling PDP cycles. RCRA hazardous waste and headspace gas PDP cycle activities are similar to those listed above.

C.2.3.4 TRU Waste Transportation Oversight

The Contractor shall provide support of the following TRU waste transportation oversight activities:

- NRC Type B packaging design, testing, fabrication, maintenance, and operation
- DOT 7A Type A container design, testing, fabrication, maintenance, and operation
- Over the road trailers, and equipment to support the packaging and loading of TRU waste
- Packaging and transportation of TRU and TRU-mixed waste to comply with Nuclear Regulatory Commission (NRC) and Department of Transportation (DOT) regulations
- TRU waste transportation systems and processes, including motor carriers and equipment
- Local, Tribal, and Federal stakeholder engagement
- TRU waste shipment scheduling
- Emergency response and Commercial Vehicle Safety Alliance (CVSA) inspection training along the shipping corridors
- Hazardous and radioactive long-haul carrier operations
- maintenance and operation of semi-tractors and trailers

The Contractor's support for oversight of these systems will include:

- Reviewing transportation-related regulations, requirements documents, program documents and operational procedures and related documents and records.
- Conducting walk-downs and assessments of transportation programs and systems listed above.
- Documenting results of the transportation oversight activities in approved operational awareness and issues management systems for CBFO review.

C.2.4 Support to the Office of Business Operations

The Contractor shall provide support to the CBFO Office of Business Operations (OBO) to provide business functions for CBFO as described below in sections C.2.4.1 through C.2.4.6.

C.2.4.1 Information Management Support

The Contractor shall provide support for the following CBFO Records Management, Privacy Act (PA), and Freedom of Information Act (FOIA) activities:

- Evaluate new or modified legislation for projected impact on programs and translate the legislation into goals, actions, and services.
- Apply analytical and evaluative techniques to conduct studies, prepare reports, and develop recommendations to improve the effectiveness of federal information management.
- Coordinate requirements and assist in resolving conflicts between support programs, the field office records management program, and federal agency orders, policies, and procedures.
- Provide support of current records/files automation processes; database management; perform word processing; and, prepare spreadsheet processes and systems in support of information management activities.

C.2.4.2 Contracting Support

The Contractor shall provide support CBFO federal Contract Specialists/Contracting Officers in the following contracting activities:

- Setting up contract files and filing contract documents
- Reviewing and analyzing contractors' reports
- Preparing contract correspondence and documents for Contracting Officer signature
- Provide support for 'cradle-to-grave federal acquisition and procurement functions' in varying degrees of complexity
- Reviewing and analyzing subcontract packages
- Contract close-out activities
- Tracking deliverables
- Verifying contractors' invoices and cost reports
- Assisting in contract audit activities
- Administration of contracts as Contracting Officer as assigned by the OBO Director.

C.2.4.3 Information Technology Support

The Contractor shall support CBFO telecommunications and IT programs; perform oversight of unclassified computer security operations and provide direction to CBFO supported sites; and, identify and isolate critical issues/problems through existing or new approaches. The Contractor shall provide support to a federal Chief Technology Officer and federal IT Specialist in the

following areas: The Contractor shall support oversight of unclassified computer security operations through expert advice and direction to CBFO supported sites and identify and isolate critical issues and problems which require management and/or technical solutions by utilizing existing techniques or developing new approaches.

- Protect government interests through application of advanced IT principles, concepts, methods, standards, and practices.IT functions within and across organizational missions, functions, programs, internal operations, and administrative policies and procedures of the federal government, DOE, and CBFO.
- Apply IT developments to the design, development and management of business systems/processes to meet current and future business requirements. Develop solutions for integration/interoperability issues of multiple IT specialties and the DOE IT architecture. Support federal information system security protocols to ensure coordination and/or collaboration on security activities.
- Support a total infrastructure protection environment sufficient to integrate information systems security with other security disciplines.
- Support network architecture and network systems, to include end-to-end systems performance monitoring sufficient to plan, design, develop, manage, and enhance highly efficient network systems that respond to business requirements.

C.2.4.4 Budget Execution and Finance Support

The Contractor shall support the overall execution of budget and funding for CBFO and all of its participants.

The contractor shall provide direct support for the analysis of budget execution activities and identification of problems and provide proposed solutions in program execution, scheduling and/or funding which could impact the national program. The Contractor shall provide guidance for the budget formulation and execution activities of the management and operating contractor and scientific advisor; analyze and make recommendations for improvements in budget requests and submissions. The Contractor shall analyze other Contractors' budget estimates by evaluating against experience to date and other factors to establish the reasonableness of the Contractors' presentations and the adequacy and clarity of their justifications, and the Contractor shall identify areas of variance requiring further discussions and support.

The Contractor shall analyze other Contractors' and CBFO performance against Approved Funding Profiles by reviewing financial reports, data bases, and project cost levels for the year to identify potential problems, recommend remedial action, and recommend curtailment of activities, request additional funds as necessary or initiate internal reprogramming actions between participants. The Contractor shall plan, organize, and carry out annual and multi-year budgeting to support the CBFO mission for National Transuranic Waste Management administration, and assist in the reviews, analyses, edits, and consolidation of budget submissions from all CBFO participants. The contractor will assist in the controls CBFO funds utilization including records on allotments maintained by EMCBC and CBFO, commitments, and the financial status for operating activities, capital equipment, Capital Asset Projetcs, general plant projects, and smaller projects. The Contractor shall initiate purchase requisitions for funding

requirements for all CBFO contracts; interagency agreements to other participants; and cooperative agreements and grants to state and local governments, educational institutions, and stakeholder organizations (i.e., New Mexico Environmental Department, Tribal Governments, Southern States Energy Board, and Western Governors Association). The Contractor shall conduct detailed financial and cost analyses, as requested.

C.2.4.5 Document Control Program

The Contractor shall implement a complete Document Control Program for the creation and maintenance/revision of all CBFO procedures, policies, program documents and formal documents.

The contractor shall lead the program as defined by:

- MP 4.1 - Preparation and Maintenance of CBFO Procedures
- MP 4.2 - Document Review and Approval
- MP 4.4 - Document Preparation and Control

C.2.4.6 Human Capital/Human Resources Support

The Contractor shall support CBFO human capital/human resources personnel such as the CBFO Human Resources Business Partner and the CBFO Management Analyst, when requested, by reviewing and drafting revisions to position descriptions, assisting in human resources procedures and processes, and/or analyzing and recommending strategies for human capital management activities.

C.2.5 Support to the Office of Program Management

The Contractor shall provide support to the CBFO Office of Business Operations (OBO) to provide program/project management, project controls, safeguards and security, technical qualifications and training, and public affairs/communications functions for CBFO as described below in sections C.2.5.1 through C.2.5.4.

C.2.5.1 Program/Project Management

The Contractor shall provide support to CBFO in the area of Program Management such as cost, scope and schedule oversight of all CBFO funded work; operational activity oversight, project controls, and project management assistance, including risk management. In addition, provide support in the areas of strategic planning, safeguards and security, public affairs, and the CBFO Technical Qualification/Training Program.

The Contractor shall utilize broad-based knowledge which includes project management and control principles to conduct evaluations of project execution, encompassing highly specialized or unique requirements. The Contractor shall evaluate project execution from the standpoint of

funds utilization, funds execution, project management principles, and consistency with project plans and milestones. The Contractor shall monitor, observe and report on execution, focusing on all aspects of project performance including budget, technical interfaces and concerns. The Contractor shall perform continuous, independent, observations performed through unscheduled inspections or "walk-throughs" of the WIPP facility or other facilities where CBFO funded work scope is performed. The Contractor shall evaluate project control systems, identifies vulnerabilities, and coordinates with line management during corrective action to minimize/mitigate vulnerabilities. The Contractor shall identify, review, and analyze actual or potential planning and project management/execution problems.

When directed, the Contractor shall serve as the integrator of all CBFO-funded work scopes by building an annual performance measurement baseline with bases of estimates from all CBFO program participants detailing cost, scope, and schedules of CBFO-funded work scope.

The Contractor shall ensure Operations Activity (OA) work scope is performed in a safe, compliant, and efficient manner. In conjunction with the CBFO Federal Project Directors and Federal Operations Directors, implement the DOE orders and policies in program and project management. The Contractor may lead or serve on an integrated project/program teams (IPT) to integrate the management of CBFO funded work scope across all CBFO contractors and participants. The Contractor shall monitor other IPTs and integrated work groups within the CBFO program and contractor organizations to verify appropriate integration and consistency. The Contractor shall support OPM with the following additional responsibilities:

- Demonstrate initiative in incorporating and managing an appropriate level of risk to ensure best value for the Government. In cases where significant cost overruns and/or delays may occur, the Contractor shall alert senior management in a timely manner and take appropriate mitigating actions.
- Ensure the development and implementation of the required DOE orders and policies.
- Define cost, schedule, performance measurement, and scope in the fiscal year work plans per the DOE EM OA Protocol.
- Ensure timely, reliable, and accurate integration of contractor performance data into the OA performance measurement systems.
- Evaluate and verify reported progress, provide projections of future progress, and identify trends.
- Ensure that the principles of program management, safety management, contract management, and fiscal management are fully integrated into the OA.

C.2.5.2 Nuclear Facility Safeguards and Security Support

The Contractor shall support oversight of the following contractor nuclear safeguards and security programs and activities, when requested:

- Participate in oversight assessments, surveillances and performance testing as required in the Safeguards and Security oversight plan. Perform monthly scheduled oversight and assessment tasks. Prepare quarterly progress reports and an annual survey report.

- Assist CBFO Security Officer and Security Specialist in planning, conducting and reporting special assessments, incident investigations and review of safeguard and security plans submitted for CBFO review and approval.

C.2.5.3 Technical Qualifications/Training Support

The Contractor shall support the CBFO technical qualifications/technical training programs, when requested by administering the CBFO Technical Qualification Program in coordination with the CBFO Federal Technical Capabilities Panel (FTCP) Agent and/or by administering the CBFO Federal Employees Technical Training Program in coordination with the CBFO Technical Training Program Coordinator and OPM Director.

C.2.5.4 Public Affairs/Communications Support

The Contractor shall support CBFO Communications/Public Affairs Management, when requested, by functioning as expert consultants in the areas of communications management, public and regulatory stakeholder communications and relations.

C.2.6 Support to the Office of Environmental Protection

The Contractor shall provide support to the CBFO Office of Environmental Protection (OEP) to provide regulatory and environmental compliance functions for CBFO as described below in sections C.2.6.1 through C.2.6.2.

C.2.6.1 Environmental Compliance Activities

The Contractor shall support activities conducted within CBFO's environmental compliance program area are critical in complying with environmental rules and regulations that govern CBFO's overall mission. Environmental compliance activities involve support of Resource Conservation and Recovery Act (RCRA) compliance, the WIPP HWFP, management and radioactive waste disposal standards (40 CFR, Parts 191 and 194), the EPA's terms and conditions of WIPP Certification, and maintaining a sufficient knowledge of the WIPP authorization basis to identify how changes to the WIPP HWFP, other permits and the EPA's terms and conditions of WIPP Certification might impact the WIPP regulatory program and activities.

In support of this program area, the Contractor shall support the following environmental compliance activities:

- Provide technical support for oversight of activities required by the RCRA permit at the waste generator sites and at WIPP;
- Review proposed modifications to the WIPP HWFP;
- Review proposed interpretations of language in the WIPP HWFP;
- Provide expertise in the Atomic Energy Act as it relates to mixed waste characterization and management;
- Provide expertise in applying creative solutions to unique RCRA waste management issues;
- Provide RCRA environmental regulatory interpretations;

- Conduct RCRA environmental regulatory research;
- Provide advice and strategy on NMED interaction and correspondence;
- RCRA compliance issues; and
- Develop recommendations for changes to the WIPP HWFP to make activities conducted under the permit more efficient and/or less costly, while maintaining protection of human health and the environment.

In support of WIPP compliance with 40 CFR 191, the Contractor shall prepare and review documentation for the EPA recertification of the WIPP and support monitoring programs required as part of the EPA certification. EPA certification support activities include:

- Provide technical support for oversight of activities required by terms and conditions of the WIPP Compliance Certification at both the waste generator sites and the WIPP facility;
- Review proposed changes to the Certification and supporting impact analyses;
- Review annual change reports and supporting analyses;
- Provide expertise in long-term repository performance;
- Provide support in addressing EPA and stakeholder concerns and issues related to Certification;
- Support development of planned change requests;
- Provide technical support for activities related to environmental monitoring activities;
- Independent Peer Reviews for Compliance Certification Activities (as needed); and
- Conduct environmental regulatory research.

The Contractor shall also provide compliance support of other applicable environmental laws and regulations as follows:

- Support implementation of environmental and regulatory compliance programs, including the Environmental Management System and Land Management Programs;
- Provide technical and administrative expertise for performing management assessments of environmental and regulatory compliance programs;
- Provide technical and administrative expertise in evaluating radiological air monitoring and sampling, volatile organic compound (VOC) monitoring and sampling, and hydrogen and methane monitoring and sampling, and provide periodic reports resulting from these programs;
- Provide review, advice and strategy concerning environmental, regulatory compliance, Toxic Substances Control act (TSCA), and NEPA issues as requested;
- Support environmental and regulatory permitting/permit modification activities;
- Conduct environmental regulatory research;
- Produce documents associated with every activity performed; and
- Review, analyze and/or evaluate plans, procedures and other applicable environmental compliance documents, including the Annual Site Environmental Report, the Semi-Annual VOC Monitoring Report, and the Biennial Environmental Compliance Report, RCRA regulations, management and radioactive waste disposal standards (40 Code of Federal Regulations [CFR], Parts 191 and 194), the WIPP authorization basis and HWFP, EPA's terms and conditions of WIPP Certification, the Clean Air Act, Clean Water Act, Safe

Drinking Water Act, NEPA, TSCA, and applicable State of New Mexico regulations, including those intended to protect water resources.

C.2.6.2 National Environmental Policy Act (NEPA) Support

The Contractor shall work closely with and provide project-specific guidance to resource specialists/subject matter experts, interact with multiple regulatory agencies along with governmental agencies' project leads and their natural resource specialists on the sites, work proactively with the government to resolve issues, provide quality assurance and quality control on all project-specific documents, and interact with the public and overseeing the public involvement process. Responsibilities include providing programmatic NEPA technical analysis and document preparation support including reviews, analyses, modeling, recommendations and evaluations as requested in support of the CBFO NEPA Program.

C.2.7 Support to the Office of Quality Assurance

The Contractor shall provide support to the CBFO Office of Quality Assurance (OQA) to provide quality assurance oversight of all CBFO-funded work scope with QA requirements as described below in sections C.2.7.1 through C.2.7.2.

C.2.7.1 QA Audit, Surveillance, and Oversight Support

The Contractor shall provide support to the CBFO Office of Quality Assurance (QA) in the performance of QA audits, surveillance, and oversight support for all CBFO program areas and, to provide daily activity support to the Office of Quality Assurance and its management of the QA program. Regular QA audit, surveillance, and oversight activities include, but are not limited to:

- TRU waste generating site activities for TRU waste characterization, certification, and transportation;
- WIPP Site quality-related activities, including, but not limited to, waste handling operations, WIPP Site surface and underground operations, environmental monitoring activities, and the WIPP Site QA program elements;
- National laboratory quality-related activities, including, but not limited to, assessment of environmental and other laboratory activities and operations, and assessment of national laboratory support of WIPP performance assessment modeling and data collection;
- TRU waste transportation activities, including but not limited to assessments of transportation carriers and assessment and inspection of fabrication, operation, and maintenance of NRC-licensed nuclear shipping packages and related fleet equipment; and,
- CBFO internal quality-related activities.

The CBFO QA organization is responsible for QA auditing and oversight of all CBFO program areas. The CBFO QA Program is based on American Society of Mechanical Engineers (ASME) NQA-1-1989, ASME NQA-2-1990, Part 2.7, and ASME NQA-3-1989. Compliance to these

standards is required by the WIPP Land Withdrawal Act (LWA) and the associated Code of Federal Regulations (CFR), 40 CFR Parts 191 and 194, and by the Hazardous Waste Facility Permit (HWFP) issued by the State of New Mexico. Additional quality assurance oversight activities are performed related to the following requirements documents:

- 10 CFR Part 71
- 10 CFR 830
- 29 CFR
- 30 CFR – MSHA
- 36 CFR Part 1200
- 40 CFR
- 49 CFR
- DOE 414.1D
- DOE Order 226.1B
- EM-QA-001, latest revision
- NQA-1-2004/2007
- NQA-1-2008/2009

The Contractor shall provide the assistance necessary to maintain the CBFO QA program. The Contractor will work directly to CBFO procedures under the CBFO QA program.

The Contractor shall provide QA audit, surveillance, and oversight support, as needed, for all CBFO program areas outlined in section C.1. The Contractor will be expected to manage preparation of audit plans, checklists, and reports by audit team members; coordinate the logistics necessary to conduct audits at sites at remote locations across the continental U.S.; interface with regulators, the DOE, and contractor personnel; and manage large audit teams with a significant number of observers. The Contractor will be required to support audit, surveillance, or oversight activities in a capacity as determined and scheduled by the Contractor's QA Audit and Surveillance Manager.

For each audit, the Contractor shall document the results and findings in the CBFO corrective action tracking system, deliver a draft interim report upon completion of the audit, and deliver a draft final report written upon closure of findings to CBFO QA for approval and issuance. The Contractor shall verify closure of audit findings.

C.2.7.2 CBFO QA Organization Daily Activities Support

The Contractor shall provide support to the CBFO QA organization in executing its oversight duties and in support of the audits, assessments, and surveillances conducted under this contract. The CBFO QA organization maintains documents, management procedures, and processes such as databases necessary for the efficient functioning of the CBFO QA program. Typical daily CBFO QA support activities include, but are not limited to:

- Reproduction of extensive QA files and objective evidence for audits, surveillances, and corrective actions;
- Submittal of QA files to CBFO regulators;

- Maintenance of QA files until disposition through the Records Inventory and Disposition Schedule (RIDS) process;
- Maintenance of activity logs, such as audit and surveillance logs;
- Development, operation, and maintenance of databases to perform trend analysis, to track corrective action status, regulatory finding status, and management assessment finding status (CBFO Issues, Collection, and Evaluation (ICE) database);
- Preparation of reports to CBFO management;
- Development and presentation of audit training for CBFO and contract auditors, and QA refresher training for personnel designated by CBFO;
- Development and review of documents and procedures, such as the CBFO Quality Assurance Program Description (QAPD), management procedures, and draft correspondence;
- Development and implementation of corrective action plans associated with CBFO QA activities; and
- Development of responses to oversight activities by other organizational areas within CBFO.

Depending on the activity, the Contractor shall provide technical consultants experienced in, but not limited to, the following areas: TRU waste management, emergency preparedness, conduct of operations, nuclear systems safety, confinement ventilation, mining, hoisting, maintenance programs, work control programs, mechanical systems, electrical and control systems, fire protection systems, radiological protection, mine safety, industrial safety, industrial hygiene, environmental protection, environmental compliance, OSHA requirements, MSHA requirements, and NRC nuclear facility requirements.

C.2.8 Contract Transition

The Contractor shall perform contract transition services at the start of the first task order and the conclusion of the final task order.

Upon award of the first task order and the Contracting Officer's Notice to Proceed, the Contractor shall begin transition from the incumbent contractor for a period of approximately 30 calendar days (dependent on the actual day of award). During the transition period, the incumbent contractor will be responsible for delivery of services. The Contractor shall assume full responsibility for delivery of services as approved by the CO at the end of the transition period.

The Contractor shall have all necessary personnel, including key personnel for the Contract, available during the transition period, to minimize any decreases in productivity and to prevent possible negative impacts on services. Key Personnel identified in Section H shall be on site during the transition period. During transition, DOE will not provide any facilities, computers, or equipment necessary for transition activities. Government-furnished facilities and equipment will not be available until transition is complete and the Contractor assumes operational responsibilities. The Contractor must provide these items as necessary to fulfill transition responsibilities. The Contractor will ensure that computers and networks used for transition are secure and comply with site security and cyber requirements. DOE will provide access to site networks where necessary for file transfer and storage.

The Contractor shall submit a Transition Plan for DOE approval within 15 calendar days of Notice to Proceed of issuance of the first task order. The Transition Plan shall include a description of all activities necessary to execute all sections of the Contract, a listing of involved organizations, and a schedule. Coordination with the incumbent contractor and other site contractors is required to ensure continuation of services by the Contractor as identified in Section J, Attachment J-8, Government Furnished Services and Interface Requirements Matrix. The Transition Plan must ensure there is no loss or degradation of the services that are provided to the DOE and its contractors.

The Contractor shall put into place any agreements it deems necessary between it and other site contractors/subcontractors for provision of services. Any agreement that requires DOE consent will be reviewed by DOE and approved/rejected within 14 calendar days, unless a longer review/approval period is warranted due to the size or complexity of the document.

The Contractor shall provide weekly Transition Status Reports to DOE until Contract Transition is completed. During transition, the Contractor shall establish routine status meetings with DOE and affected contractors to review transition activities and issues.

Approximately 60 days before the end of the final task order under this Contract, the Contractor shall begin transition activities in coordination with one or more successor contractors. The Contractor shall provide all information and resources to which the successor contractor(s) is/are entitled promptly and in good faith. The Contractor shall continue full performance of all services ordered under the final task order until the end of the order’s period of performance, unless directed to curtail services earlier by the Contracting Officer.

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D.1 DOE-D-2001 PACKAGING AND MARKING (OCT 2014)

(a) Preservation, packaging, and marking for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practices and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s), including electronic means.

(b) Each package, report, or other deliverable shall be accompanied by a letter or other document which:

(1) Identifies the contract by number pursuant to which the item is being delivered;

(2) Identifies the deliverable item number or report requirement which requires the delivered item(s); and

(3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(4) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer (CO), a copy of the document required by paragraph (b) shall be simultaneously delivered to the office administering this contract as identified in Section G of the contract, or if none, to the CO.

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E.1 CLAUSES INCORPORATED BY REFERENCE – SECTION E

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, *Clauses Incorporated by Reference*, of this contract.

Clause No.	FAR Reference	Title
E.1.1	52.246-4	Inspection of Services - Fixed-Price (AUG 1996)
E.1.2	52.246-6	Inspection - Time-and-Material and Labor-Hour (MAY 2001)
E.1.3	52.246-13	Inspection - Dismantling, Demolition, or Removal of Improvements (Aug 1996)
E.1.4	52.246-16	Responsibility for Supplies (APR 1984)

E.2 DOE-E-2001 INSPECTION AND ACCEPTANCE (OCT 2014)

Inspection and acceptance of all items under this contract shall be accomplished by the Contracting Officer in accordance with the clause entitled FAR 52.246-4, *Inspection of Services – Fixed-Price* (AUG 1996), or FAR 52.246-6, *Inspection – Time-and-Material and Labor-Hour* (MAY 2001). If the Contracting Officer assigns this responsibility to the Contracting Officer's Representative or another representative of the Government, the Contracting Officer shall notify the Contractor in writing.

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F.1 CLAUSES INCORPORATED BY REFERENCE - SECTION F

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, *Clauses Incorporated by Reference*, of this contract.

Clause No.	FAR Reference	Title
F.1.1	52.242-15	Stop-Work Order (AUG 1989)
F.1.2	52.242-17	Government Delay of Work (APR 1984)

F.2 DOE-F-2002 PLACE OF PERFORMANCE - SERVICES (OCT 2014)

Work under the contract will be performed primarily at the following locations:

- Carlsbad Field Office, Carlsbad, New Mexico
- Waste Isolation Pilot Plant, east of Carlsbad, New Mexico
- Other DOE/NNSA waste-generating sites and national laboratories within the United States

In accordance with DOE-CBFO policy, some tasks may be performed remotely (via telework or similar), from the Contactor's offices, the worker's residence, or elsewhere.

Some positions may also require occasional travel to perform work at conferences, training sessions, and briefings. Most such travel will be within the United States; rarely, international travel may be required.

F.3 PERIOD OF PERFORMANCE

(a) The contract ordering period shall be five (5) years from the date of award of this contract. Issuance of task orders will not occur beyond the end of the contract ordering period.

(b) Each task order issued by the Contracting Officer will identify a period of performance specific to that task order.

(c) Performance on all task orders issued before the end of the contract ordering period shall not exceed three (3) years beyond the end of the contract ordering period.

(d) The period of performance for any Time-and-Materials task order shall not exceed three (3) years unless a longer period is approved by the Head of the Contracting Activity (HCA). *See* FAR 16.602(d)(1)(ii)

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G.1 DOE-G-2001 CONTRACTING OFFICER AUTHORITY (OCT 2014) (Revised)

The Contracting Officer is responsible for administration of the contract. The Contracting Officer may appoint a Contracting Officer's Representative (COR), in accordance with the clause entitled Contracting Officer's Representative, to perform specifically delegated functions. The Contracting Officer is the only individual who has the authority on behalf of the Government, among other things, to take the following actions under the contract:

(a) Assign additional work within the general scope of the contract.
(b) Issue a change in accordance with the clause entitled Changes.
(c) Change the cost or price of the contract.
(d) Change any of the terms, conditions, specifications, or services required by the contract.
(e) Accept non-conforming work.
(f) Waive any requirement of the contract.
(g) Issue Task orders

G.2 DOE-G-2002 CONTRACTING OFFICER'S REPRESENTATIVE (OCT 2014)

Pursuant to the clause at DEAR 952.242-70, *Technical Direction*, the Contracting Officer shall designate in writing a Contracting Officer's Representative (COR) for this contract, and provide a copy of such designation to the contractor, including the delegated responsibilities and functions. The COR does not have authority to perform those functions reserved exclusively for the Contracting Officer.

G.3 DOE-G-2003 CONTRACTOR'S PROGRAM MANAGER (OCT 2014)

(a) The Contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall be the primary point of contact between the Contractor and the Contracting Officer's Representative (COR) under this contract.

(b) The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

G.4 DOE-G-2004 CONTRACT ADMINISTRATION (OCT 2014)

To promote timely and effective contract administration, correspondence delivered to the Government under this contract shall reference the contract number, title, and subject matter, and shall be subject to the following procedures:

(a) <u>Technical correspondence</u>. Technical correspondence shall be addressed to the Contracting Officer's Representative (COR) for this contract, and a copy of any such correspondence shall be sent to the DOE Contracting Officer. As used

herein, technical correspondence does not include correspondence where patent or rights in data issues are involved, nor technical correspondence which proposes or involves waivers, deviations, or modifications to the requirements, terms or conditions of this contract.

(b) Other Correspondence.

(1) Correspondence regarding patent or rights in data issues should be sent to the Intellectual Property Counsel. A copy of such correspondence shall be provided to the CO.

(2) If no Government Contract Administration Office is designated on Standard Form 33 (Block 24) or Standard Form 26 (Block 6), all correspondence, other than technical correspondence and correspondence regarding patent of rights in data, including correspondence regarding waivers, deviations, or modifications to requirements, terms or conditions of the contract, shall be addressed to the CO. Copies of all such correspondence shall be provided to the COR.

(3) Where a Government Contract Administration Office, other than DOE, is designated on either Standard Form 33 (Block 24), or Standard Form 26 (Block 6), of this contract, all correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with copies of the correspondence to the CO and the COR.

(4) A Government Technical Monitor (TM) may be assigned by the CO pursuant to 48 CFR 642.271, at the Task Order level to assist the COR in monitoring the contractor's performance. Related technical correspondence shall be addressed to TM at the address identified in the Task Order.

(c) Information regarding correspondence addresses and contact information is as follows:

(1) Contract Specialist
- (A) Name: U.S. Department of Energy
- (B) Telephone number: TBD
- (C) Address: TBD
- (D) Email address: TBD

(2) Contracting Officer
- (A) Name: U.S. Department of Energy
- (B) Telephone number: TBD
- (C) Address: TBD
- (D) Email address: TBD

(3) Contracting Officer's Representative
- (A) Name: U.S. Department of Energy
- (B) Telephone number: TBD
- (C) Address: TBD
- (D) Email address: TBD

(4) Intellectual Property Counsel
- (A) Name: U.S. Department of Energy
- (B) Telephone number: TBD
- (C) Address: TBD
- (D) Email address: TBD

(5) Government Contract Administration Office
- (A) Name: U.S. Department of Energy
- (B) Telephone number: TBD
- (C) Mailing address: TBD
- (D) Email address: TBD

G.5 DOE-G-2005 BILLING INSTRUCTIONS (OCT 2014) (For FFP Task Orders)

(a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under each Task Order issued under the basic contract. All invoices shall be supported by a billing schedule summarized by funding source (i.e., by PBS as specified by the Contracting Officer).

(b) Contractors shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at https://vipers.doe.gov.

(c) A paper copy of a voucher that has been submitted electronically will not be accepted.

G.6 DOE-G-2005 BILLING INSTRUCTIONS – ALTERNATE I (OCT 2014) (For T&M Task Orders)

(a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under each task order issued under the basic IDIQ contract.

(b) Contractors shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at https://vipers.doe.gov.

(c) A paper copy of a voucher that has been submitted electronically will not be accepted.

(d) The voucher must include a statement of cost and supporting documentation for services rendered. This statement should include, as a minimum, a breakout by cost or price element of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire task order period.

(1) Statement of Cost. The Contractor shall prepare and submit a Statement of Cost with each voucher in accordance with the following:

(A) Statement of Cost must be completed in accordance with the Contractor's cost accounting system.

(B) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.

(C) Indirect costs claimed must reflect the rates approved for billing purposes by the Contracting Officer.

(D) The Direct Productive Labor Hours (DPLH) incurred during the current billing period must be shown and the DPLH summary completed, if applicable.

(E) If a given Task Order includes task areas/subtasks, the Statement of Cost must include a breakdown of costs for all respective task areas/subtasks.

(2) The Contractor shall prepare and submit the supporting documentation with each voucher in accordance with the following:

(A) Direct costs (e.g., labor, equipment, travel, supplies, etc.) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g., program manager, senior engineer, technician, etc.), the hourly rate and the labor cost per category; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip; and supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.) and the dollar amount per category.

(B) Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Administrative Contracting Officer (ACO) or auditor approves a change in the billing rates, include a copy of the approval.

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

G.7 DOE-G-2007 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING (JUL 2018)

(a) The Contracting Officer will document the Contractor's performance under this contract (including any task orders placed against it, if applicable) by using the Contractor Performance Assessment Reporting System (CPARS). CPARS information is handled as "Source Selection Information," available to authorized Government personnel seeking past performance information when evaluating proposals for award.

(b) Contractor performance will be evaluated at least annually at the contract or task order level, as determined by the Contracting Officer. Evaluation categories may include any or all of the following at the Government's discretion: (1) technical/quality, (2) cost control, (3) schedule, (4) management or business relations, and (5) small business subcontracting. Past Performance information is available at http://www.cpars.gov. It is recommended that the Contractor take the overview training that can be found on the CPARS website. The Contractor shall acknowledge receipt of the Government's request for comments on CPARS assessments at the time it is received and shall respond to such requests within thirty (14) calendar days of the request.

(c) Joint Ventures. Performance assessments shall be prepared on contracts with joint ventures. When the joint venture has a unique Commercial and Government Entity (CAGE) code and Data Universal Numbering System (DUNS) number, a single assessment will be prepared for the joint venture using its CAGE code and

DUNS number. If the joint venture does not have a unique CAGE code and DUNS number, separate assessments, containing identical narrative, will be prepared for each participating contractor and will state that the evaluation is based on performance under a joint venture and will identify the contractors that were part of the joint venture.

(d) In addition to the performance assessments addressed above, the Government will perform other performance assessments necessary for administration of the contract in accordance with other applicable clauses in this contract.

G.8 DOE-G-2008 NON-SUPERVISION OF CONTRACTOR EMPLOYEES (OCT 2014)

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

G.9 DEFECTIVE OR IMPROPER INVOICE

The name, title, office name, phone number, e-mail, and complete mailing address of those officials of the Contractor who are to be notified when DOE receives a defective or improper invoice are as follows: <**To Be Inserted by Offeror**>

Name:

Title:

Phone Number:

E-mail:

Mailing Address:

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H.1 DOE-H-2013 CONSECUTIVE NUMBERING (OCT 2014)

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

H.2 DOE-H-2018 PRIVACY ACT SYSTEMS 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*.

DOE Privacy Act System Number	DOE Privacy Act System Description
DOE-5	Personnel Records of Former Contractor Employees (includes all former workers)
DOE-10	Energy Employees Occupational Illness Compensation Program Act Files
DOE-13	Payroll & Leave Records
DOE-23	Property Accountability System
DOE-28	General Training Records
DOE-33	Personnel Medical Records (present and former DOE employees and Contractor employees)
DOE-35	Personnel Radiation Exposure Records
DOE-38	Occupational and Industrial Accident Records
DOE-43	Personnel Security Clearance Files
DOE-51	Employee and Visitor Access Control Records
DOE-52	Access Control Records of International Visits, Assignments, and Employment at DOE Facilities and Contractor Sites
DOE-55	FOIA/PA Requests for Records
DOE-88	Epidemiologic and Other Health Studies, Surveys, and Surveillances

H.3 WORKFORCE TRANSITION AND EMPLOYEE HIRING PREFERENCES INCLUDING THROUGH PERIOD OF PERFORMANCE

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

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

(1) The Contractor shall provide Incumbent Employees, during the transition period, preferences in hiring for vacancies at the at the CBFO/WIPP Site for non-managerial positions (i.e., all those below the first line of supervision) in non-construction activities of the Performance Work Statement under this Contract, in accordance with the hiring preferences in paragraphs (i)–(ii) below, in descending order of priority, any applicable collective-bargaining agreement(s), any

applicable site seniority list(s) as provided to the Contractor by the Contracting Officer, and in accordance with applicable law.

(i) A preference in hiring for vacancies in non-managerial positions that are substantially equivalent to the position each respective Incumbent Employee held on the Notice to Proceed date.

(ii) A preference in hiring for vacancies in non-managerial positions for Incumbent Employees not hired into a substantially equivalent position in (i), but who meet the qualifications for another position.

(2) The Contractor shall provide, throughout the period of performance, preferences in hiring for vacancies at the CBFO/WIPP Site for non-managerial positions (i.e., all those below the first line of supervision), in accordance with the hiring preferences in paragraphs (i) – (iv) below, in descending order of priority.

(i) Consistent with any applicable collective bargaining agreement(s) and site seniority lists at CBFO/WIPP Site, the Contractor shall give a preference in hiring to individuals who are former employees of the Incumbent Contractor, and who are entitled to recall rights.

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

(a) Former employees of the Incumbent Contractor or any other DOE contractor [or subcontractor of a DOE contractor] at CBFO/WIPP Site.

(b) Former employees of other DOE contractor(s) or subcontractor(s) at a DOE defense nuclear facility eligible for the hiring preference.

(iii) The Contractor shall give a preference in hiring to individuals who (a) were formerly employed by Incumbent Contractor at CBFO/WIPP Site; and (b) were involuntarily separated (other than for cause) from their employment at CBFO/WIPP Site who are not precluded from seeking employment at the CBFO/WIPP Site by the terms of employee waivers or releases of claims they executed, absent repayment of severance consistent with the terms of those agreements and who are qualified for a particular position; and (c) are qualified for the position or who are not qualified for a particular position, but who agree to become qualified on their own and can become qualified by the date set by the Contractor for commencement of active employment under this Contract.

(iv) The Contractor shall give a preference in hiring to individuals (a) who have separated from employment at the CBFO/WIPP Site for any reason other than for cause; (b) who are not precluded from seeking employment

with a DOE or NNSA contractor by the terms of employee waivers or releases of claims they executed, absent repayment of severance consistent with the terms of those agreements; and (c) who are qualified for a particular position.

H.4 WORKFORCE RESTRUCTURING

(a) The Contractor shall regularly analyze workforce requirements and will develop appropriate workforce restructuring strategies to ensure continued availability of the critical workforce knowledge, skills, and abilities necessary for performance under this Contract.

(b) When the Contractor determines that a change in the workforce is necessary, the Contractor shall accomplish the workforce restructuring in a manner consistent with the DOE General Workforce Restructuring Plan, if applicable, in effect for the facility or site. The General Plan lays out how contractor workforce restructuring will be conducted at the applicable site in a manner that is consistent with DOE policy.

(c) The Contractor is only required to provide notification of Self-Select Voluntary Separation Programs (SSVSP) of 100 or more if consistent with the following parameters: 1) in accordance with approved laboratory and contractor policies and contract requirements; 2) no enhanced benefits (severance or pension); 3) no backfilling or re-employment of employees for a one-year period after severance is paid; 4) business case submitted 5 business days in advance of notification date that includes maximum number of voluntary separations, maximum dollars, positions/skills impacted; reasons separations are needed, including how conducting a SSVSP will better position the contractor to conduct the mission work; copies of the self-select application and any employee waivers or releases of claims, and a communication plan; and 5) voluntary separations offered to employees in a non-discriminatory and legally compliant manner. There is no backfilling where a separating employee is replaced by an internal candidate so long as:

(A) The separating employee is leaving voluntarily;

(B) The internal replacement is a regular, permanent employee on the contractor's payroll, not a temporary hire, staff augmentee, or someone serving under a post-doctoral program, or other short-term program;

(C) The replacement results in a net reduction in headcount and costs of regular employees; and

(D) The replacement is accomplished in an otherwise legally compliant manner, including no unlawful intent to discriminate based upon age.

(d) The Contractor shall ensure it does not hire or rehire individuals who volunteered for termination during a Self-Select Voluntary Separation Program, at any DOE

or NNSA site, during the one-year period following the separation. If an employee is hired or rehired prior to the one-year period, the employee may be required to pay back, to the contractor who provided the severance payment, all or a pro-rata amount of the severance received under the Voluntary Separation Program.

(e) The Contractor must prepare and submit to the Contracting Officer a specific workforce restructuring plan (Specific Plan), as described below in paragraph (e), if the Contractor intends to reduce its workforce by 100 or more employees through an involuntary separation action within a rolling 12-month period.

(f) The Contractor's Specific Plan shall lay out how the Contractor will conduct its workforce restructuring action at the site. The Contractor's Specific Plan for reducing 100 or more employees through an involuntary separation action shall be submitted to the Contracting Officer for approval at least 30 days in advance of the first communication planned to be given to the employees and public. Any other Specific Plans must be submitted just in advance of the first communication planned to be given to the employees and public. The templates for contractor Involuntary Separation Plan, as well as the General Release and Waiver Forms, are available online at:

http://www.energy.gov/gc/services/technology-transfer-and-procurement/office-assistantgeneral-counsel-labor-and-pension.

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

(h) The Contractor is encouraged to consider the use of employee waivers and releases. DOE has developed a model waiver and release of claims. The forms are available on line at the website set forth in (e) above. Any deviation from the models must be approved by the Contracting Officer.

(i) The Contractor must perform an adverse impact analysis (also known as a diversity analysis) as part of its determination to undertake involuntary separation action(s). A copy of the diversity analysis for involuntary separation action(s) affecting 100 or more contractor employees within a rolling 12-month period shall be submitted to the Contracting Officer and DOE or National Nuclear Security Administration (NNSA) site counsel, as applicable, prior to notification of employees selected for involuntary separation.

(j) The Contracting Officer will review and approve any Specific Plan or diversity analysis submitted for review affecting the reduction of 100 or more employees through an involuntary separation action within 10 business days after submission

of a complete package by the Contractor unless the Contractor is notified of issues necessitating an extension of time. Should DOE request additional information from the Contractor regarding any Specific Plan or diversity analysis, the Contractor will respond to such request within 3 business days.

(k) The Contractor is responsible and accountable for conducting and defending all voluntary and involuntary separation actions in compliance with applicable laws, regulations, and the contract terms and conditions.

(l) Questions of cost allowability related to: a) any SSVSPs for which the Contractor provides only notification, or b) any involuntary separation program(s) conducted without Contracting Officer approval will be resolved consistently with applicable laws and regulations and with the terms and conditions of this contract, including, but not limited to, Department of Energy Acquisition Regulation (DEAR) at 48 C.F.R. 952.23171(f).

H.5 DOE-H-2021 WORK STOPPAGE AND SHUTDOWN AUTHORIZATION (OCT 2014) (REVISED)

(a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure

(b) Work Stoppage. In the event of an Imminent Health and Safety Hazard, an activity that could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue, or an action that could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (e.g., directing the operator/implementer of the activity or process causing the imminent hazard to stop work, initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect DOE facilities and the environment. In the event an Imminent Health and Safety Hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating action(s) should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the CO.

(c) Shutdown. In the event of an imminent danger in relation to the facility safety envelope or a non-Imminent Health and Safety Hazard identified by facility line

managers, facility operators, health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the DOE Site Manager. Any written direction to suspend operations shall be issued by the CO.

This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute "Contractor Representatives" for "the CO" in all subcontracts.

H.6 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 Section J, Attachment J-4, *Position Qualifications & Job Descriptions*, except as the Contracting Officer may otherwise authorize.

H.7 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.8 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.9 DOE-H-2035 ORGANIZATIONAL CONFLICT OF INTEREST MANAGEMENT PLAN (OCT 2014) (REVISED)

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

(a) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor, its related entities and other performing entities under the Contract.

(b) The procedures the Contractor will utilize to avoid, neutralize, or mitigate potential or actual conflicts of interest.

(c) The procedures for reporting actual or potential conflicts of interest to the CO. The resolution of potential or actual conflicts of interest that exist or may arise during contract performance shall be documented as part of the Plan.

(d) The procedures the Contractor will utilize to oversee, implement, and update the Plan, to include assigning responsibility for management, oversight and compliance to an individual in the Contractor's organization with full authority to implement the Plan.

(e) The procedures for ensuring all required representations, certifications and factual analyses are submitted to the CO for approval in a timely manner.

(f) The procedures for protecting agency information that could lead to an unfair competitive advantage if disclosed including collecting disclosure agreements covering all individuals, subcontractors, and other entities with access to agency-sensitive information and physical safeguarding of such information.

(g) An OCI training and awareness program that includes periodic, recurring training and a process to evidence employee participation.

(h) The enforceable, employee disciplinary actions to be used by the Contractor for violation of OCI requirements.

H.10 DOE-H-2041 SUSTAINABLE ACQUISITION UNDER DOE SERVICE CONTRACTS (OCT 2014)

(a) Pursuant to Executive EO 13834 titled 'Efficient Federal Operations, the Department of Energy (DOE) is committed to managing its facilities in a manner that will promote the natural environment and protect the health and well-being of its Federal employees and contractor service providers. The Contractor shall use its best efforts to support DOE in meeting those commitments, including sustainable acquisition or environmentally preferable contracting which may involve several interacting initiatives, such as - (1) Alternative Fueled Vehicles and Alternative Fuels; (2) Biobased Content Products (USDA Designated Products); (3) Energy Efficient Products; (4) Non-Ozone Depleting Alternative Products; (5) Recycled Content Products (EPA Designated Products); and (6) Water Efficient Products (EPA WaterSense Labeled Products).

(b) The Contractor should become familiar with these information resources: (1) Recycled Products are described at https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. (2) Biobased Products are described at http://www.biopreferred.gov/. (3) Energy efficient products are described at http://energystar.gov/products for Energy Star products. (4) FEMP designated products are described at http://www.eere.energy.gov/femp/procurement (5) Environmentally Preferable Computers are described at http://www.epeat.net. (6) Non-Ozone Depleting Alternative Products are described at

http://www.epa.gov/ozone/strathome.html. (7) Water efficient plumbing fixtures are described at http://epa.gov/watersense.

(c) If, in the course of providing services at the DOE site, the Contractor's services necessitate the acquisition of any of the above types of products, it is expected that the Prescription: The Contracting Officer shall insert the following clause in solicitations and contracts for services to be provided at a DOE-owned or -controlled site or facility. Contractor will acquire the sustainable, environmentally preferable models unless the product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. While there is no formal reporting, DOE prepares a sustainable acquisition annual report and the Contractor may be asked by the Contracting Officer to provide information in support of DOE's report.

H.11 DOE-H-2046 DIVERSITY PROGRAM (OCT 2014)

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 shall be submitted to the CO for approval within 60 calendar days after the NTP. Once the diversity plan is approved by the CO, the Contractor shall implement the diversity plan within 30 calendar days of its approval by the CO.

The diversity plan shall address, at a minimum, the Contractor's approach, to ensure an effective diversity program (including addressing applicable affirmative action and equal employment opportunity regulations) to include:

(1) A statement of the Contractor's policies and practices; and

(2) Planned initiatives and activities that demonstrate a commitment to a diversity program, including recruitment strategies for hiring a diverse workforce. The diversity program shall also address, at a minimum, the Contractor's approach for promoting diversity through (1) the Contractor's workforce; (2) educational outreach, including a mentor/protégé program; (3) stakeholder involvement and outreach; (4) subcontracting; and (5) economic development.

An annual diversity report shall be submitted to the Contracting Officer's Representative. This report shall provide a list of accomplishments achieved, both internally and externally during the current reporting period, and projected initiatives during the next reporting period. The report shall also list any proposed changes to the diversity plan which shall be subject to the CO's approval.

H.12 DOE-H-2047 FEDERAL HOLIDAYS AND OTHER CLOSURES (FEB 2017) – ALTERNATE I

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.

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.

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.

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.

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.

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 unless the Contractor has a telework policy, approved by the Contracting Officer, that allows for the employees to provide services for such work hours via telework and requires the Contractor to pay its employees for such work hours.

H.13 DOE-H-2048 PUBLIC AFFAIRS – CONTRACTOR RELEASES OF INFORMATION (OCT 2014)

In implementation of the clause DEAR 952.204-75 entitled, *Public Affairs*, all communications or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed under the contract, including its task orders, shall be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least seven calendar days prior to the planned issue

date, submit a draft copy to the CO of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under this contract. The CO will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

H.14 DOE-H-2049 INSURANCE REQUIREMENTS (OCT 2014) (APPLIES ONLY TO FIXED-PRICE TASK ORDERS REQUIRING WORK ON A GOVERNMENT INSTALLATION)

(a) In accordance with the clause FAR 52.228-5, *Insurance – Work on a Government Installation*, 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.15 DOE-H-2055 GOVERNMENT FURNISHED PROPERTY (OCT 2014)

In accordance with the clause FAR 52.245-1, *Government Property*, the Government will provide the property listed in (Pursuant to Section B.1, DOE-B-2012 Supplies/Services Being Procured/Delivery Requirements, this clause only applies if established and incorporated into an individual Task Order).

H.16 DOE-H-2056 ANNUAL INDIRECT BILLING RATES (OCT 2014) (FOR T&M TASK ORDERS)

(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 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.17 DOE-H-2057 DEPARTMENT OF LABOR WAGE DETERMINATIONS – ALTERNATE I (OCT 2014)

The Contractor's performance under each individual Task and/or Delivery Order issued pursuant to this contract shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) located in Section J of each individual Task and/or Delivery Order, and the clause at FAR 52.222-42, *Statement of Equivalent Rates for Federal Hires*.

H.18 DOE-H-2058 DESIGNATION AND CONSENT OF TEAMING SUBCONTRACTS – ALTERNATE I (OCT 2014) (REVISED)

(a) The following subcontractors have been determined to be Teaming Subcontractors:

[*Offeror Fill-In*]

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

(c) In the event that the Contractor proposes to use a new, or replace, one or more of the approved Teaming Subcontractors identified in paragraph (a) above in performance of an individual Task Order, the Contractor shall provide advance notification to, and obtain consent from the cognizant Contracting Officer notwithstanding any other terms and conditions of the contract. Consent of these subcontracts is retained by the cognizant Contracting Officer for the Task Order and will not be delegated. The requirements of this paragraph (c) apply when the Contractor proposes the use of a new Teaming Subcontractor either prior to or subsequent to the award of the individual Task Order. The Contractor shall provide rationale and a detailed explanation including the equivalency or similarity of the experience and qualifications to the above listed Teaming Subcontractor and any other information requested by the cognizant Contracting Officer. Consent may be provided on a one-time basis only and should not be construed as authorizing the use of the new Teaming Subcontractor on future Task Orders.

H.19 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 Contacting 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.20 DOE-H-2061 CHANGE ORDER ACCOUNTING (OCT 2014)

The Contractor shall maintain change order accounting whenever the estimated cost of a change or series of related changes exceeds $100,000. The Contractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the CO or the matter is conclusively disposed of in accordance with the Disputes clause.

H.21 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 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.

DOE O 206.2	Identity, Credential, and Access Management (ICAM)	February 19, 2013

H.22 DOE-H-2063 CONFIDENTIALITY OF INFORMATION (OCT 2014) (REVISED)

(a) Performance of work under this contract may result in the Contractor having access to Controlled Unclassified Information (CUI), including Official Use Only (OUO) information, via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such CUI includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Government or other companies or organizations. The Contractor shall treat this information as confidential and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the 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 CUI to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of CUI obtained by the Contractor. A copy of the agreement, which shall include all material aspects of this clause, shall be provided to the 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.23 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 in Section J, Attachment J-1, 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.24 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.25 DOE-H-2066 SAFEGUARDS AND SECURITY PROGRAM (OCT 2014)

(a) Pursuant to the clause at DEAR 952.204-2, *Security*, the Contractor agrees to comply with all security regulations and contract requirements as incorporated into the contract.

(b) 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.

DOE Order 470.4B	Safeguards and Security Program	7/21/11
DOE Manual 470.4-1, Chg. 2	Safeguards and Security Program Planning and Management	7/21/11
DOE Order 205.1B, Chg. 3	Department of Energy Cyber Security Management	5/16/11

H.26 DOE-H-2067 GOVERNMENT FURNISHED ON-SITE FACILITIES OR SERVICES (OCT 2014)

(a) Pursuant to the Government Property clause of this contract, the Government shall, during the period of performance of this contract, furnish to the Contractor office space for approximately up to 25 contractor personnel. Additional office space may be provided by the Government as necessary for contract performance. The Contractor shall not acquire or lease any office space without the prior written approval of the Contracting Officer.

(b) As necessary during contract performance, the Government shall provide to the Contractor, for that office space described in paragraph (a) above, office furnishings, supplies, utilities, telephone, janitorial and mail services, and access to Government-owned computer systems.

H.27 DOE-H-2068 CONFERENCE MANAGEMENT (OCT 2014) (APPLIES TO TIME-AND-MATERIAL TASK ORDERS)

The Contractor agrees that:

(a) The contractor shall ensure that contractor-sponsored conferences reflect the DOE/NNSA's commitment to fiscal responsibility, appropriate stewardship of

taxpayer funds and support the mission of DOE/NNSA as well as other sponsors of work. In addition, the contractor will ensure conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.

(b) For the purposes of this clause, "conference" is defined in Attachment 2 to the Deputy Secretary's memorandum of August 17, 2015 entitled "Updated Guidance on Conference- Related Activities and Spending."

(c) Contractor-sponsored conferences include those events that meet the conference definition and either or both of the following:

(1) The contractor provides funding to plan, promote, or implement an event, except in instances where a contractor:

(i) covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed $10,000 (by individual contractor for a specific conference) or

(ii) purchases goods or services from the conference planners (e.g., attendee registration fees, renting booth space).

(2) The contractor authorizes use of its official seal, or other seals/logos/ trademarks to promote a conference. Exceptions include non-M&O contractors who use their seal to promote a conference that is unrelated to their DOE contract(s) (e.g., if a DOE IT contractor were to host a general conference on cyber security).

(d) Attending a conference, giving a speech or serving as an honorary chairperson does not connote sponsorship.

(e) The contactor will provide information on conferences they plan to sponsor with expected costs exceeding $100,000 in the Department's Conference Management Tool, including:

(1) Conference title, description, and date

(2) Location and venue

(3) Description of any unusual expenses (e.g., promotional items)

(4) Description of contracting procedures used (e.g., competition for space/support)

(5) Costs for space, food/beverages, audio visual, travel/per diem, registration costs, recovered costs (e.g., through exhibit fees)

(6) Number of attendees

(f) The contractor will not expend funds on the proposed contractor-sponsored conferences with expenditures estimated to exceed $100,000 until notified of approval by the contracting officer.

(g) For DOE-sponsored conferences, the contractor will not expend funds on the proposed conference until notified by the contracting officer.

(1) DOE-sponsored conferences include events that meet the definition of a conference and where the Department provides funding to plan, promote, or implement the conference and/or authorizes use of the official DOE seal, or other seals/logos/ trademarks to promote a conference. Exceptions include instances where DOE:

(i) covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed $10,000 (by individual contractor for a specific conference) or

(ii) purchases goods or services from the conference planners (e.g., attendee registration fees; renting booth space); or provide funding to the conference planners through Federal grants.

(2) Attending a conference, giving a speech, or serving as an honorary chairperson does not connote sponsorship.

(3) The contractor will provide cost and attendance information on their participation in all DOE-sponsored conference in the DOE Conference Management Tool.

(h) For non-contractor sponsored conferences, the contractor shall develop and implement a process to ensure costs related to conferences are allowable, allocable, reasonable, and further the mission of DOE/NNSA. This process must at a minimum:

(1) Track all conference expenses.

(2) Require the Laboratory Director (or equivalent) or Chief Operating Officer approve a single conference with net costs to the contractor of $100,000 or greater.

(i) Contractors are not required to enter information on non-sponsored conferences in DOE'S Conference Management Tool.

Once funds have been expended on a non-sponsored conference, contractors may not authorize the use of their trademarks/logos for the conference, provide the conference planners with more than $10,000 for specified individuals to participate in the conference, or provide any other sponsorship funding for the conference. If a contractor does so, its expenditures for the conference may be deemed unallowable.

H.28 DOE-H-2069 PAYMENTS FOR DOMESTIC EXTENDED PERSONNEL ASSIGNMENTS (OCT 2014) (REVISED)

(a) Definition. For purposes of this clause, "domestic extended personnel assignments" are defined as any assignment of contractor personnel to a domestic

location different than their permanent duty station for a period expected to exceed 30 consecutive calendar days.

(b) All extended personnel assignments must be requested, justified and receive prior approval from the Contracting Officer. For domestic extended personnel assignments, the Contractor shall be reimbursed the lesser of temporary relocation costs (Temporary Change of Station allowances as described in the Federal Travel Regulation at §302-3.400 - §302-3.429) or a reduced per diem (Extended Travel Duty) in accordance with the allowable cost provisions of the contract and the following:

(1) When a reduced per diem method (Extended Travel Duty) is utilized, the allowances are as follows:

(i) Lodging. For the first 60 days and last 30 days of the assignment, the Government will reimburse costs associated with lodging at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. The intervening days lodging will be reimbursed at the lesser of actual cost or 55% of Federal per diem.

(ii) Meals and Incidental Expenses. For the first 30 days and last 30 days of the assignment, the Government will reimburse costs associated with meals and incidental expenses (M&IE) at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. The intervening days M&IE will be reimbursed at the lesser of actual cost or 55% of Federal per diem.

(2) The Government will not reimburse any costs associated with per diem (except for in- route travel) unless the contractor employee maintains a residence at the permanent duty station.

(3) The Government will not reimburse costs associated with salary premiums, per diem, lodging, or other subsidies for contractor employees on domestic extended personnel assignments after 3 years (except for the reimbursements described above during the last 30 days of the assignment).

(4) If an assignment has breaks within a three year period, the calculation of the total length of the assignment will be as follows: If the break between assignments is less than 12 months, the Government will consider the assignment continuous for purposes of the three year clock. For instance, if a contractor employee completes a 2 year assignment at location A and returns to his/her permanent duty station for 12 months, a subsequent new 2 year assignment back to location A will restart the 3 year clock. The assignments will be considered two separate 2 year assignments. On the other hand, if in the previous example the employee's return to his/her permanent duty station was 6 months, the Government would consider the second assignment to be a continuation of the first for purposes of the 3 year rule.

(5) The Government will not reimburse costs associated with salary premiums that exceed 10%.

(6) The Contractor shall include the substance of this clause, including justification and Contracting Officer approval, in all subcontracts in which travel will be reimbursed at cost.

H.29 DOE-H-2070 KEY PERSONNEL – ALTERNATE I (OCT 2014) (REVISED)

(a) Pursuant to the clause DEAR 952.215-70 entitled, *Key Personnel*, the required key personnel for this Contract are identified below (Table H-1):

Table H-1 - Key Personnel

Name	Position
[*Offeror Fill-In*]	Program Manager
[*Offeror Fill-In*]	Quality Assurance (QA) Manager

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

(b) Key personnel team requirements. The CO and designated COR(s) shall have direct access to the key personnel assigned to the contract. All key personnel shall be assigned full-time to their respective positions and their permanent duty station is located at the CBFO's main site office in Carlsbad, NM. The Contractor shall notify the CO and request approval in writing at least 60 days in advance of any changes to key personnel.

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

(1) For the purposes of this Clause, "Changes to Key Personnel," is defined as: (i) any change to the position assignment of a current key person under the Contract, except for a person who acts for short periods of time, in the place of a key person during his or her absence, the total time of which shall not exceed 30 working days during any given year (ii) utilizing the services of a new substitute key person for assignment to the Contract beyond 30 working days; or (iii) assigning a current key person for work outside the Contract.

(2) For the purposes of this Clause, "Beyond the Contractor's Control," is defined as an event for which the Contractor lacked legal authority or ability to prevent "Changes to Key Personnel" Contract reductions for changes to Key Personnel.

(d) Any key person change according to the definition for "Changes to Key Personnel" above shall be subject to reduction of fee according to (c)(1) or (c)(2) below respective to the key position vacated.

(1) Notwithstanding the approval by the CO, any time a key person is removed, replaced, or diverted within two years of being placed in the position, the aggregate price of all active task orders may be permanently reduced by **$250,000**, if the Program Manager, or **$125,000**, if the QA Manager, for each and every such occurrence. A change to a key person "Beyond the Contractor's Control" shall not result in a reduction under this subsection.

(2) The Contractor may request in writing that the CO consider waiving all or part of a reduction in earned fee. Such written request shall include the Contractor's basis for the removal, replacement, or diversion of any key personnel. The CO shall have the unilateral discretion to make the determination to waive all or part of the reduction in price.

H.30 DOE-H-2071 DEPARTMENT OF ENERGY DIRECTIVES (OCT 2014)

(a) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy (DOE) directives, or parts thereof listed in Section J, Attachment J-2 – Requirement Sources and Implementing Documents (List A) and List of Applicable DOE Directives (List B), or identified elsewhere in the contract.

(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 52.243-1, *Changes – Fixed-Price* for FFP task orders, and/or FAR 52.243-3, *Changes – Time-and-Materials or Labor-Hours* for T&M task orders.

(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.31 DOE-H-2072 USE OF GOVERNMENT VEHICLES BY CONTRACTOR EMPLOYEES (OCT 2014) (REVISED)

(a) The Government may provide Government-owned and/or -leased motor vehicles for the Contractor's use in performance of this contract, including its task orders, in accordance with the clauses FAR 52.245-1, *Government Property*, and FAR 52.251-2, *Interagency Fleet Management System (IFMS) Vehicles and Related Services*

(b) The Contractor shall ensure that its employees use and operate Government-owned and/or -leased motor vehicles in a responsible and safe manner to include the following requirements:(1) Use vehicles only for official purposes and solely in the performance of the contract. (2) Do not use vehicles for transportation between an employee's residence and place of employment unless authorized by the Contracting Officer.(3) Comply with Federal, State and local laws and regulations for the operation of motor vehicles.(4) Possess a valid State, District of Columbia, or commonwealth's operator license or permit for the type of vehicle to be operated.(5) Operate vehicles in accordance with the operator's packet furnished with each vehicle.(6) Use seat belts while operating or riding in a Government vehicle.(7) Do not use tobacco products while operating or riding in a Government vehicle.(8) Do not provide transportation to strangers or hitchhikers. (9) Do not engage in "text messaging" while operating a Government vehicle, which includes those activities defined in the clause at FAR 52.233-18, *Encouraging Contractor Policies to Ban Text Messaging While Driving*. (10) In the event of an accident, provide information as may be required by State, county or municipal authorities and as directed by the Contracting Officer.

(c) The Contractor shall— (1) Establish and enforce suitable penalties against employees who use, or authorize the use of Government vehicles for unofficial purposes or for other than in the performance of the contract; and (2) Pay any expenses or cost, without Government reimbursement, for using Government vehicles other than in the performance of the contract.

(d) The Contractor shall insert this clause in all subcontracts in which Government-owned and/or -leased vehicles are to be provided for use by subcontractor employees.

H.32 DOE-H-2075 PROHIBITION ON FUNDING FOR CERTAIN NONDISCLOSURE AGREEMENTS

The Contractor agrees that:

(a) No cost associated with implementation or enforcement of nondisclosure policies, forms or agreements shall be allowable under this contract if such policies, forms or agreements do not contain the following provisions: "These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling."

(b) The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Notwithstanding the provisions of paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

H.33 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.34 DEPARTMENT OF ENERGY NATIONAL TRAINING CENTER

The Contractor is encouraged to utilize the DOE National Training Center (NTC) training resources for occupational health, safety, safeguards, and security. NTC training is funded by DOE with no cost to the Contractor. NTC course offerings, information on

NTC site certification, enrollment, and contact information can be found at https://ntc.doe.gov.

NTC training should be considered common core fundamental material. The Contractor may need to provide gap training to address site specifics identified through its approved Integrated Safety Management Program and associated program plans required by existing DOE requirements. Gap training should not repeat fundamental training core content.

H.35 DOE-H-2078 MULTIFACTOR AUTHENTICATION FOR INFORMATION SYSTEMS

The Contractor shall take all necessary actions to achieve multifactor authentication (MFA) for standard and privileged user accounts of all classified and unclassified networks. In so doing, the Contractor shall comply with the requirements and procedures established in the document "U.S. Department of Energy Multifactor Authentication Implementation Approach" and its appendices as determined by the Contracting Officer.

H.36 TASK ORDERING PROCEDURE

(a) A task order may be issued under this basic IDIQ contract for any work scope covered by Section C, Scope of Work. Task orders may be issued as Firm-Fixed-Price (FFP) or Time-and-Materials (T&M).

(b) All task order efforts shall be completed in accordance with the contract requirements, in addition to the requirements as stated within the task order. In the event of a conflict between the requirements of the task order and the contract requirements, the contract shall prevail.

(c) Prior to issuing a task order, the CO will provide the Contractor with a Request for Task Order Proposal (RFTOP) including, at a minimum, the following:

(1) A task order SOW providing the functional description/requirements of the work, deliverables, Government-furnished items (if any), and period of performance, as well as identifying the objectives or results desired from the contemplated task order;

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met;

(3) The requirements for the Contractor’s task order proposal (see reference paragraph (f) below); and

(4) A response time for submitting the task order proposal.

(d) Task orders will be issued on forms specified and provided by the Government. Task orders will be numbered. All task order modifications will be issued in writing on a Standard Form 30 and will be numbered sequentially.

(e) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in this clause, the CO may issue an undefinitized task order which includes a Not-To-Exceed ceiling cost/price for which all the terms and conditions will be subsequently negotiated and definitized at a later date.

(f) The Contractor shall submit a Task Order Proposal within ten (10) calendar days of receipt of each RFTOP issued by the CO.

(1) The Contractor's Task Order Proposal shall include, at a minimum, the following:

(i) Discussion of the technical approach for performing the work;

(ii) A detailed schedule including, but not limited to, key milestones identified in the Government SOW and/or the Contractor's technical approach;

(iii) Resumes for all proposed personnel with sufficient information to show that they at least meet the minimum qualifications of the labor categories for which they are being proposed;

(iv) Detailed cost/price information (reference paragraphs (2) and/or (3) below). The Contractor shall substantiate and provide the basis for all proposed costs (e.g., based on rates set on the IDIQ contract, historical data, competition, or other appropriate industry standard).

(v) Proposed deviations (if any) from the stated SOW requirements; and

(vi) Any other information required to determine the reasonableness of the Contractor's proposal.

(2) The Contractor's Task Order Proposal for Firm-Fixed-Price (FFP) task orders shall, in addition to the minimum requirements found in (f)(1) above, include:

(i) Date of commencement of work and any necessary revision to the schedule of performance stipulated by the Government;

(ii) A total firm-fixed-price utilizing the established full-burdened labor rates in Section B.2(b), Table B.2(3): *IDIQ Schedule of Fully Burdened Labor Rates* and the proposed task specific number of hours for the completion of the work described in the SOW of the task order by the schedule of performance. The firm-fixed-price proposed by the Contractor shall incorporate all anticipated costs including fully-burdened labor, travel, material, equipment and other direct costs. In addition, the firm-fixed-price shall include any indirect costs and profit associated with the travel, material, equipment and other direct costs;

(iii) The Contractor shall include a detailed breakdown of direct labor hours for each labor category performing the task order work. The Contractor shall determine the total direct labor costs by totaling the number of labor hours for each labor category and then multiplying by the appropriate fully-burdened labor rate from Section B.2(b), Table B.2(3): IDIQ *Schedule of Fully Burdened Labor Rates*;

(iv) Resumes for all proposed personnel with sufficient information to show that they at least meet the minimum qualifications of the labor categories for which they are being proposed;

(v) Other Direct Costs (e.g., Materials, Supplies, Equipment, Software Licenses, Training, Travel). The Contractor shall include a detailed breakdown of all Other Direct Costs (ODCs) required to perform the task order work. The Contractor shall propose all travel in accordance with FAR 31.205-46 – *Travel Costs*, and established Per Diem Rates. The Contractor shall provide a breakout of all travel by number of travelers, number of days, origination and destination locations, allowable per diem rates, airfare, and other details to fully support the proposed travel costs;

(vi) Other pertinent information.

(3) The Contractor's Task Order Proposal for Time-and-Materials (T&M) task orders shall, in addition to the minimum requirements found in (f)(1) above, include:

(vii) The date of commencement of work and any necessary revision to the schedule of performance stipulated by the Government;

(viii) A total ceiling price utilizing the established fully-burdened labor rates in Section B.2(b), Table B.2(3): *IDIQ Schedule of Fully Burdened Labor Rates* and the proposed not-to-exceed number of hours to perform the work described in the SOW of the task order for the entire task order period of performance. The ceiling price proposed by the Contractor shall incorporate all anticipated costs including fully-burdened labor, travel, material, equipment and other direct costs. In addition, the ceiling price shall include any indirect costs and profit associated with the travel, material, equipment and other direct costs;

(ix) Direct Productive Labor Hours (DPLH), on an annual basis by the applicable labor category, and the total number of labor hours, estimated to be necessary to perform the work. The Contractor shall determine the total direct labor costs by totaling the number of labor hours for each labor category and then multiplying by the appropriate fully-burdened labor rate from Section B.2(b), Table B.2(3): *IDIQ Schedule of Fully Burdened Labor Rates*;

(x) Resumes for all proposed personnel with sufficient information to show that they at least meet the minimum qualifications of the labor categories for which they are being proposed;

(xi) Other Direct Costs (e.g., Materials, Supplies, Equipment, Software Licenses, Training, Travel). The Contractor shall include a detailed breakdown of all Other Direct Costs (ODCs) required to perform the task order work. The Contractor shall propose all travel in accordance with FAR 31.205-46 – *Travel Costs*, and established Per Diem Rates. The Contractor shall provide a breakout of all travel by number of travelers, number of days, origination and destination locations, allowable per diem rates, airfare, and other details to fully support the proposed travel costs;

(xii) Other pertinent information.

(g) The Contractor's task order proposal is subject to review and acceptance by the CO or his/her designee. The CO will either approve the Contractor's task order proposal or negotiate any areas of disagreement with the Contractor. The Contractor shall not perform any work on the task order until authorized by the CO. After review and any necessary discussions, the CO may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and task order number.

(3) SOW identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (FFP amount or T&M ceiling value).

(6) Any other resources (e.g., travel, material, equipment, facilities) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) Accounting and appropriation data.

(h) With respect to Section I clause FAR 52.216-18 *Ordering*, paragraph (c), task orders may be issued via mail, facsimile, or electronically.

(i) The Contractor shall provide acknowledgement to the CO of receipt of the task order within 2 business days after receipt.

(j) The Contractor shall deliver all task order specific deliverables as stated in the task order.

H.37 DOE-H-2080 AGREEMENT REGARDING WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (APR 2018)

Program implementation. The Contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.

Remedies. In addition to any other remedies available to the Government, the Contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the Contractor subject to: the suspension of contract payments, or, where applicable, a reduction in fee; termination for default; and suspension or debarment.

Subcontracts.

(a) The Contractor agrees to notify the Contracting Officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the Contractor believes may be subject to the requirements of 10 CFR part 707, unless the Contracting Officer agrees to a different date.

(b) The DOE Prime Contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The DOE Prime Contractor shall review and approve each subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.

(c) The Contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

H.38 PARTNERING

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 accounted for in accordance with the terms of this Contract.

H.39 CONTRACTOR EMPLOYEE TRAINING

The Contractor shall be responsible for selecting personnel who are well qualified to perform the required work, overseeing their performance, and ensuring that the quality of services meets Government expectations. The Contractor shall hire only competent personnel, meeting at least the minimum qualification requirements, to be used in the performance of any Task Order issued under this Contract. DOE shall have the right to direct the Contractor to require the replacement of any employee of the Contractor who does not meet the qualification, training, and certification requirements necessary to perform the work. Personnel assigned by the Contractor shall also practice good standards of moral and ethical conduct that are acceptable to the Government.

The Contractor shall provide fully qualified and trained personnel from its own resources to support the requirements under this contract. The Contractor is responsible for ensuring that employees remain cognizant and knowledgeable of emerging orders, regulations, directives, and proven technologies applicable to the work to be performed.

The Contractor shall ensure that all employees who perform services under this Contract attend mandatory DOE-provided security and/or safety training within 30 days of the issuance of this Contract and at least once annually thereafter. The Contractor is responsible to complete any project training discussed in the Scope of Work or as directed by the Contracting Officer or Contracting Officer Representative. The Contractor shall ensure that every employee expected to work on this contract is adequately trained and instructed to safely and competently perform the work.

H.40 U.S. DEPARTMENT OF ENERGY OFFICE OF ENVIRONMENTAL MANAGEMENT QUALITY ASSURANCE PROGRAM (QAP)

The Contractor shall implement a Department of Energy (DOE) approved Quality Assurance Program (QAP) (Deliverable #17) in accordance with the current revision as of the date of this solicitation, of the *Environmental Management (EM) Quality Assurance Program* (QAP), EM-QA-001.

The Contractor’s QAP shall document the method for determining which quality requirements are flowed down to subcontractors and suppliers and the process used for implementation of that method, including flow-down of EM-QA-001.

The Contractor’s QAP shall document the basis for the graded approach (as defined in DOE Order 414.1D and EM-QA-001) and process used for implementation of that approach.

Contractors have three options for complying with the QAP contract requirement:

(a) Develop and submit, for DOE approval, a new QAP;

(b) Adopt the prior Contractor's DOE-approved QAP (if available); or

(c) Modify the prior Contractor's DOE-approved QAP (if available) 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 QA and DOE Order 414.1D.

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.

Consistent with the approved QAP, the Contractor shall develop/adopt and implement a comprehensive Issues Management System (as defined in DOE Order 226.1B) for the identification, assignment of significance category, and processing of issues identified within the Contractor's organization.

H.41 SUBCONTRACTOR TIMEKEEPING RECORDS SIGNATURE REQUIREMENT

The Contractor shall obtain timecards for all hourly subcontract employees, at all tiers, performing on non-fixed-price subcontracts. For purposes of this Clause, non-fixed-price subcontracts are those of a type containing a cost reimbursable or variable component in them, which includes those contract types covered by FAR Subpart 16.3, *Cost Reimbursement Contracts*, FAR Section 16.405, *Cost Reimbursement Incentive Contracts*, and FAR Subpart 16.6, *Time and Materials, Labor Hour, and Letter Contracts*. Note that the requirements of this Clause also pertain to Task Orders, tasks, and/or Contract Line Items Numbers from Indefinite Delivery (see FAR Subpart 16.5, *Indefinite Delivery Contracts*) and hybrid contracts that are of a type covered by the FAR citations in the prior sentence. The timecards must be obtained by the Contractor prior to the Contractor paying for these subcontract costs and prior to billing DOE for these costs. The timecards must reflect actual hours worked, be signed by the subcontract employee and be certified by the subcontract employees' supervisor prior to the Contractor obtaining them. Subcontractors at all tiers performing work under non-fixed-price subcontracts shall maintain adequate timekeeping procedures, controls, and processes for billing Government work. The Contractor shall, at least once every three years, conduct a labor audit of non-fixed-price subcontracts. The audit shall be conducted to unmodified Institute of Internal Auditors standards, if conducted internally, or unmodified Generally Accepted Government Auditing Standards (GAGAS), if conducted externally. This Clause shall be flowed down to all non-fixed-price subcontracts at all tiers.

H.42 MANAGEMENT OF ACCOUNTABLE PROPERTY

Accountable personal property is any property item with an original unit acquisition cost of $10,000 or more; or meeting the precious metals, sensitive, or high-risk personal property definitions. Accountable property records must be managed and maintained current in a property management system of record from inception to formal disposition and removal from DOE inventory.

H.43 ORGANIZATIONAL CONFLICT OF INTEREST – AFFILIATE(S)

The prime contractor, [*Offeror to insert name of Prime Contractor*] comprised of [*Offeror to insert names of partner companies*], is responsible for the completion of all aspects of this contract. In order to effectively and satisfactorily execute its responsibility to manage and accomplish the contract work, the prime contractor must have complete objectivity in its oversight and management of its subcontractors. Therefore, consistent with the principle contained in FAR Subpart 9.5 and specifically FAR 9.505(a), and notwithstanding any other provision of this Contract, the prime contractor is, absent prior written consent from the CO, prohibited from entering into a subcontract arrangement with any affiliate or any affiliate of its partners, or utilize any affiliate or affiliate of its partners, to perform work under a subcontract. Such contractual relationship(s) are presumed to create an impaired objectivity type conflict of interest. If the contractor believes the capabilities of an affiliate could be utilized in such a manner as to neutralize or avoid the existence of an organizational conflict of interest, the Contractor must obtain the CO's written consent prior to before placing the subcontract.

For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

H.44 MATERIALS

The Contractor shall be entitled to reimbursement of the expenses incurred for allowable and relatable materials related to the work scope performed on T&M task orders awarded off of this contract. The Contractor shall submit to the Contracting Officer a request for material purchase with supporting documentation to include a description of the item, date needed, and any applicable market research for approval prior to incurring any cost. Material costs shall be reimbursed up to the not-to-exceed amounts for Materials listed in the pricing schedules the applicable task order.

H.45 CONSERVATION OF UTILITIES

The Contractor shall instruct Contractor employees in utilities conservation practices. The Contractor shall operate under conditions that preclude the waste of utilities. For example, the Contractor shall use lights only in areas where and at the time when work is actually being performed except in those areas where lighting is essential for purpose of safety and security.

H.46 ENVIRONMENTAL AND ENERGY CONSERVATION CONSIDERATIONS

The Contractor shall comply with energy use policies for the DOE owned or leased facility. The Contractor shall adhere to a recycling program and to seek out materials produced from recycled materials.

H.47 DOE-H-2017 RESPONSIBLE CORPORATE OFFICIAL AND CORPORATE BOARD OF DIRECTORS (OCT 2014)

The Contractor has provided a guarantee of performance from its parent company(s) in the form set forth in the Section J Attachment entitled, "Performance Guarantee Agreement." The individual signing the "Performance Guarantee Agreement" for the parent company(s) should be the Responsible Corporate Official.

The Responsible Corporate Official is the person who has sole corporate (parent company(s)) authority and accountability for Contractor performance. DOE may contact, as necessary, the single Responsible Corporate Official identified below regarding Contract performance issues.

Responsible Corporate Official

Name: [*Offeror Fill-in*]
Position: [*Offeror Fill-in*]
Company/Organization: [*Offeror Fill-in*]
Address: [*Offeror Fill-in*]
Phone: [*Offeror Fill-in*]
Facsimile: [*Offeror Fill-in*]
Email: [*Offeror Fill-in*]

Should the Responsible Corporate Official or their contact information change during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

Identified below is each member of the Corporate Board of Directors that will have corporate oversight.

DOE may contact, as necessary, any member of the Corporate Board of Directors, who is accountable for corporate oversight of the Contractor organization and key personnel.

Corporate Board of Directors

Name: [*Offeror Fill-in*]
Position: [*Offeror Fill-in*]
Company/Organization: [*Offeror Fill-in*]

Address: [*Offeror Fill-in*]
Phone: [*Offeror Fill-in*]
Facsimile: [*Offeror Fill-in*]
Email: [*Offeror Fill-in*]

Should any change occur to the Corporate Board of Directors or their contact information during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

PART II – CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

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I.1 FAR 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 these addresses:

http://www.acquisition.gov/far

https://www.energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation

I.2 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.3	FAR 52.202-1	Definitions (JUN 2020)	
I.4	FAR 52.203-3	Gratuities (APR 1984)	
I.5	FAR 52.203-5	Covenant Against Contingent Fees (MAY 2014)	
I.6	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (JUN 2020)	
I.7	FAR 52.203-7	Anti-Kickback Procedures (JUN 2020)	
I.8	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)	
I.9	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)	
I.10	FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)	
I.11	FAR 52.203-13	Contractor Code of Business Ethics and Conduct (JUN 2020)	
I.12	FAR 52.203-14	Display of Hotline Poster(s) (JUN 2020)	(b)(3) DOE IG Hotline Poster: http://energy.gov/sites/prod /files/igprod/documents/Ho tline_poster.pdf
I.13	FAR 52.203-16	Preventing Personal Conflicts of Interest (JUN 2020)	

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.14	FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (JUN 2020)	
I.15	FAR 52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)	
I.16	FAR 52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)	
I.17	FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)	
I.18	FAR 52.204-13	System for Award Management Maintenance (OCT 2018)	
I.19	FAR 52.204-15	Service Contract Reporting Requirements for Indefinite Delivery Contracts (OCT 2016)	
I.20	FAR 52.204-18	Commercial and Government Entity Code Maintenance (AUG 2020)	
I.21	FAR 52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)	
I.22	FAR 52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JUN 2020)	
I.23	FAR 52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)	
I.24	FAR 52.209-10	Prohibition on Contracting With Inverted Domestic Corporations (NOV 2015)	
I.25	FAR 52.210-1	Market Research (JUN 2020)	
I.26	FAR 52.215-2	Audit and Records – Negotiation (JUN 2020)	
I.27	FAR 52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)	
I.28	FAR 52.215-11	Price Reduction for Defective Certified Cost or Pricing Data -- Modifications (JUN 2020)	
I.29	FAR 52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications (JUN 2020)	
I.30	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997) **[NOTE: This clause will not be included in the contract if awardee proposes Facilities Capital Cost of Money in its proposal.]**	
I.31	FAR 52.215-19	Notification of Ownership Changes (OCT 1997)	
I.32	FAR 52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications (OCT 2010) - Alternate III (OCT 1997)	(c) CD-ROM, and as requested by the Contracting Officer.
I.33	FAR 52.215-23	Limitations on Pass-Through Charges (JUN 2020)	

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.34	FAR 52.216-7	Allowable Cost and Payment (JUN 2013), as modified by DEAR 952.216-7 **(Applicable only to the portion of T&M task orders that provides for reimbursement of non-labor costs)**	(a)(3) 30th
I.35	FAR 52.217-8	Option to Extend Services (NOV 1999)	any time prior to the expiration of the contract
I.36	FAR 52.219-6	Notice of Total Small Business Set-Aside (MAR 2020)	
I.37	FAR 52.219-8	Utilization of Small Business Concerns (NOV 2016)	
I.38	FAR 52.219-14	Limitations on Subcontracting (MAR 2020)	
I.39	FAR 52.219-28	Post-Award Small Business Program Re-representation (MAY 2020)	(g) Offeror fill-in after award, if applicable: The Contractor represents that it_ _____is,___is not a small business concern under NAICS Code 562910 assigned to contract number TBD. (Contractor to sign and date and insert authorized signer's name and title).
I.40	FAR 52.222-3	Convict Labor (JUN 2003)	
I.41	FAR 52.222-17	Nondisplacement of Qualified Workers (MAY 2014)	
I.42	FAR 52.222-21	Prohibition of Segregated Facilities (APR 2015)	
I.43	FAR 52.222-26	Equal Opportunity (SEP 2016)	
I.44	FAR 52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)	
I.45	FAR 52.222-35	Equal Opportunity for Veterans (JUN 2020)	
I.46	FAR 52.222-37	Employment Reports on Veterans (JUN 2020)	
I.47	FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)	
I.48	FAR 52.222-41	Service Contract Labor Standards (AUG 2018)	
I.49	FAR 52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018)	
I.50	FAR 52.222-44	Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (MAY 2014)	
I.51	FAR 52.222-50	Combating Trafficking in Persons (JAN 2019)	
I.52	FAR 52.222-54	Employment Eligibility Verification (OCT 2015)	
I.53	FAR 52.222-55	Minimum Wages Under Executive Order 13658 (DEC 2015)	

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.54	FAR 52.222-62	Paid Sick Leave Under Executive Order 13706 (JAN 2017)	
I.55	FAR 52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)	
I.56	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)	
I.57	FAR 52.223-6	Drug-Free Workplace (MAY 2001)	
I.58	FAR 52.223-10	Waste Reduction Program (May 2011)	
I.59	FAR 52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (AUG 2018)	
I.60	FAR 52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020)	
I.61	FAR 52.224-1	Privacy Act Notification (APR 1984)	
I.62	FAR 52.224-2	Privacy Act (APR 1984)	
I.63	FAR 52.225-1	Buy American – Supplies (MAY 2014)	
I.64	FAR 52.225-13	Restriction on Certain Foreign Purchases (JUN 2008)	
I.65	FAR 52.227-1	Authorization and Consent (JUN 2020)	
I.66	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (JUN 2020)	
I.67	FAR 52.227-3	Patent Indemnity (APR 1984)	
I.68	FAR 52.227-14	Rights In Data-General. (MAY 2014) – As Modified by DEAR 927.409, Alternate II (DEC 2007), Alternate III (DEC 2007), and Alternate V (DEC 2007)	DEAR 927.409, Alt II fill-in: (g)(3) Purposes as set forth in 27.404-2(c)(1), and for Government business purposes (except for manufacture).
I.69	FAR 52.227-17	Rights in Data – Special Works (Dec 2007)	
I.70	FAR 52.227-23	Rights to Proposal Data (Technical) (JUN 1987)	[*Offeror Fill-In*]
I.71	FAR 52.228-5	Insurance - Work on a Government Installation (JAN 1997) **(Applies only to FFP task orders requiring more than a small amount of work on a Government installation)**	
I.72	FAR 52.229-3	Federal, State, and Local Taxes (FEB 2013) **(Applies to FFP task orders only)**	
I.73	FAR 52.229-10	State of New Mexico Gross Receipts and Compensation Tax (APR 2003) **(Applies to T&M task orders only)**	
I.74	FAR 52.232-1	Payments (APR 1984) **(Applies to FFP task orders only)**	
I.75	FAR 52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts (AUG 2012) **(Applies to T&M task orders only)**	

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.76	FAR 52.232-8	Discounts for Prompt Payment (FEB 2002) **(Applies to FFP task orders only)**	
I.77	FAR 52.232-9	Limitation on Withholding of Payments (APR 1984)	
I.78	FAR 52.232-11	Extras (APR 1984) **(Applies to FFP task orders only)**	
I.79	FAR 52.232-17	Interest (MAY 2014)	
I.80	FAR 52.232-22	Limitation of Funds (APR 1984)	
I.81	FAR 52.232-23	Assignment of Claims (MAY 2014)	
I.82	FAR 52.232-25	Prompt payment (JAN 2017)	
I.83	FAR 52.232-33	Payment by Electronic Funds Transfer - System for Award Management (JUL 2013)	
I.84	FAR 52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)	
I.85	FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)	
I.86	FAR 52.233-1	Disputes (MAY 2014) - Alternate I (DEC 1991)	
I.87	FAR 52.233-3	Protest after Award (AUG 1996)	
I.88	FAR 52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)	
I.89	FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)	
I.90	FAR 52.237-3	Continuity of Services (JAN 1991)	
I.91	FAR 52.239-1	Privacy or Security Safeguards (AUG 1996)	
I.92	FAR 52.242-1	Notice of Intent to Disallow Costs (APR 1984)	
I.93	FAR 52.242-3	Penalties for Unallowable Costs (MAY 2014)	
I.94	FAR 52.242-4	Certification of Final Indirect Costs (JAN 1997)	
I.95	FAR 52.242-13	Bankruptcy (JUL 1995)	
I.96	FAR 52.243-1	Changes - Fixed-Price (AUG 1987) - Alternate I (APR 1984) **(Applies to FFP task orders only)**	
I.97	FAR 52.243-3	Changes – Time-and-Materials or Labor-Hours (SEP 2000) **(Applies to T&M task orders only)**	
I.98	FAR 52.243-7	Notification of Changes (JAN 2017)	

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.99	FAR 52.244-2	Subcontracts (JUN 2020)	(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 $[Contracting Officer (CO)] fill in after award). (j) CO fill-in: any and all subcontractors evaluated prior to contract award (as listed in Section H, DOE-H-2058) and all subcontractors evaluated prior to the award of contract modifications and task orders issued against the contact.
I.100	FAR 52.244-6	Subcontracts for Commercial Items (JUN 2020)	
I.101	FAR 52.245-1	Government Property (JAN 2017)	
I.102	FAR 52.245-9	Use and Charges (APR 2012)	
I.103	FAR 52.246-25	Limitation of Liability – Services (FEB 1997)	
I.104	FAR 52.248-1	Value Engineering (JUN 2020)	(m) Contracting Officer fill-in at award
I.105	FAR 52.249-2	Termination for Convenience of the Government (Fixed-Price) (APR 2012) **(Applies to FFP task orders only)**	
I.106	FAR 52.249-6	Termination (Cost Reimbursement) (MAY 2004) **– Alternate IV (SEP 1996)** **(Applies to T&M task orders only)**	
I.107	FAR 52.249-8	Default (Fixed-Price Supply and Service) (APR 1984) **(Applies to FFP task orders only)**	
I.108	FAR 52.249-14	Excusable Delays (APR 1984) **(Applies to T&M task orders only)**	
I.109	FAR 52.251-1	Government Supply Sources (APR 2012)	
I.110	FAR 52.253-1	Computer Generated Forms (JAN 1991)	
I.111	DEAR 952.202-1	Definitions (FEB 2011)	
I.112	DEAR 952.203-70	Whistleblower Protection for Contractor Employees (DEC 2000)	
I.113	DEAR 952.204-2	Security Requirements (AUG 2016)	

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.114	DEAR 952.204-70	Classification/Declassification (SEP 1997)	
I.115	DEAR 952.204-75	Public Affairs (DEC 2000)	
I.116	DEAR 952.204-76	Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information (JAN 2004)	
I.117	DEAR 952.204-77	Computer Security (AUG 2006)	
I.118	DEAR 952.208-70	Printing (APR 1984)	
I.119	DEAR 952.209-72	Organizational Conflicts of Interest (AUG 2009) – Alternate I (FEB 2011)	(b)(1)(i) the specific period for the fill-in is two (2)
I.120	DEAR 952.215-70	Key Personnel (DEC 2020)	
I.121	DEAR 952.216-7	Allowable Cost and Payment (FEB 2011)	
I.122	DEAR 952.225-71	Compliance with Export Control Laws and Regulations (Export Clause) (NOV 2015)	
I.123	DEAR 952.226-74	Displaced Employee Hiring Preference (JUN 1997)	
I.124	DEAR 952.227-82	Rights to Proposal Data (APR 1994)	
I.125	DEAR 952.242-70	Technical Direction (DEC 2000)	
I.126	DEAR 952.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (DEC 2012)	
I.127	DEAR 952.251-70	Contractor Employee Travel Discounts (AUG 2009)	

FULL TEXT CLAUSES

I.128 FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

(a) Definitions. As used in this clause--

(1) "Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

(2) "Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

(3) "Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

(4) "Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

(5) "Safeguarding" means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements*. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

I.129 FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued [from effective date of contract award through five years thereafter].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.130 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than [$1,000.00], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor -

(1) Any order for a single item in excess of $100,000,000.00.

(2) Any order for a combination of items in excess of $100,000,000.00; or

(3) A series of orders from the same ordering office within [365 days] that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not

required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [5 days] after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.131 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after three (3) years beyond the end of the contract ordering period.

I.132 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) *Definitions*. As used in this clause--

“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.

(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.

(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.133 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(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.

(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.

I.134 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

(a) In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

[*to be determined and included on an individual task order basis]*

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

ATTACHMENT 1	Requirement Sources and Implementing Documents (List A) and List of Applicable DOE Directives (List B)
ATTACHMENT 2	Wage Determinations
ATTACHMENT 3	Position Qualifications and Job Descriptions
ATTACHMENT 4	Contract Security Classification Specification Form
ATTACHMENT 5	Notice of Non-Disclosure Form
ATTACHMENT 6	Government Furnished Property
ATTACHMENT 7	Pricing Schedules

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

ATTACHMENT J-1:

REQUIREMENT SOURCES AND IMPLEMENTING DOCUMENTS (LIST A) AND LIST OF APPLICABLE DOE DIRECTIVES (LIST B)

DOE may provide a list of laws, regulations and directives (Lists A and B) applicable to work performed under this Contract. The Contractor shall comply with all applicable Federal and State Laws, Statutes, Codes, Rules, Regulations, Executive Orders and agreement documents applicable to work performed under this Contract. The federal laws, regulations and directives listed in the table below contain requirements normally relevant to the Contractor scope of work. These laws, regulations, directives and others apply regardless whether they are explicitly stated in the Contract. In addition, laws and regulations typically apply to all persons or organizations such as subcontractors, suppliers, and Federal employees.

Law and regulation lists do not have to be provided in the Contract for compliance requirements, but may be appended to the Contract for information purposes. Omission of any such applicable law, regulation or directive from List A does not affect the obligation of the Contractor to comply with such law, regulation or directive. The Contractor must be aware of changes in the Code of Federal Regulations (CFR), Federal Acquisition Regulations (FAR), the United States Code (USC), Public Laws (PL) or other regulatory entities that have applicability to the Department of Energy and that impact the work scope. The Contractor shall notify DOE of any changes, and DOE will make a determination regarding modification to the Contract.

The following table does not contain any specific state laws, regulations, permits, and licenses, etc.

LIST OF APPLICABLE DOE DIRECTIVES (LIST B)

	DOE Directive	Subject
1)	DOE O 130.1	Budget Formulation
2)	DOE O 140.1A	Interface with the Defense Nuclear Facilities Safety Board
3)	DOE P 141.1*	Department of Energy Management of Cultural Resources
4)	DOE O 142.3A Change 2	Unclassified Foreign Visits and Assignment Program
5)	DOE O 150.1A limited to C.2.2.4 coordination	Continuity Programs
6)	DOE O 151.1D Change 1	Comprehensive Emergency Management System
7)	DOE O 200.1A Change 1	Information Technology Management

	DOE Directive	Subject
8)	DOE O 203.1 limited to contractor use of equipment	Limited Personal Use of Government Office Equipment including Information Technology
9)	DOE P 205.1*	Departmental Cyber Security Management Policy
10)	DOE O 205.1C	Department of Energy Cyber Security Program
11)	DOE O 206.1 Change 1	Department of Energy Privacy Program
12)	DOE O 206.2	Identity, Credential, and Access Management (ICAM)
13)	DOE O 210.2A	DOE Corporate Operating Experience Program
14)	DOE O 221.1B	Reporting Fraud, Waste, and Abuse to the Office of the Inspector General
15)	DOE O 221.2A	Cooperation with the Office of Inspector General
16)	DOE O 225.1B	Accident Investigations
17)	DOE O 226.1B	Implementation of DOE Oversight Policy
18)	DOE P 226.2	Policy for Federal Oversight and Contractor Assurance Systems
19)	DOE O 227.1A Change 1	Independent Oversight Program
20)	DOE O 231.1B Change 1	Environment, Safety, and Health Reporting
21)	DOE O 232.2A Change 1	Occurrence Reporting and Processing of Operations Information
22)	DOE O 243.1B Change 1	Records Management Program
23)	DOE O 341.1A	Federal Employee Health Services
24)	DOE O 350.1, Change 7	Contractor Human Resource Management Programs (Chapters 8 & 9 only)
25)	DOE P 364.1*	Health and Safety Training Reciprocity
26)	DOE O 410.2 Change 1	Management of Nuclear Materials
27)	DOE O 413.1B	Internal Control Program
28)	DOE O 413.3B Change 5	Program and Project Management for the Acquisition of Capital Assets
29)	DOE O 414.1D Change 2	Quality Assurance
30)	DOE O 415.1 Change 2	Information Technology Project Management
31)	DOE O 420.1C Change 3	Facility Safety
32)	DOE P 420.1*	DOE Nuclear Safety Policy

	DOE Directive	Subject
33)	DOE O 422.1 Change 3	Conduct of Operations
34)	DOE 430.1C Change 2 (limited to management requirements for assigned DOE property)	Real Property Asset Management
35)	DOE O 435.1 Change 1	Radioactive Waste Management
36)	DOE M 435.1-1 Change 2	Radioactive Waste Management Manual
37)	DOE N 435.1	Contact-Handled and Remote-Handled Transuranic Waste Packaging
38)	DOE O 436.1	Departmental Sustainability
39)	DOE O 440.2C Change 2 (for drone use)	Aviation Management and Safety
40)	DOE O 442.1B	Department of Energy Employee Concerns Program
41)	DOE O 442.2 Change 1	Differing Professional Opinions for Technical Issues Involving Environment, Safety and Health
42)	DOE P 444.1*	Preventing and Responding to all Forms of Violence in the Workplace
43)	DOE P 450.4A Change 1*	Integrated Safety Management Policy
44)	DOE P 451.1*	National Environmental Policy Act Compliance Program
45)	DOE P 454.1 Change 1*	Use of Institutional Controls
46)	DOE O 457.1A	Nuclear Counterterrorism
47)	DOE O 458.1 Change 4	Radiation Protection of the Public and the Environment
48)	DOE O 460.1D	Hazardous Materials Packaging and Transportation Safety
49)	DOE O 460.2A	Departmental Materials Transportation and Packaging Management
50)	DOE M 460.2-1A	Radioactive Material Transportation Practices Manual
51)	DOE P 470.1B*	Safeguards and Security Program
52)	DOE O 470.3C Change 1	Design Basis Threat (DBT) Order
53)	DOE O 470.4B Change 2	Safeguards and Security Program
54)	DOE O 470.5	Insider Threat Program
55)	DOE O 470.6	Change 1 Technical Security Program
56)	DOE O 471.1B	Identification and Protection of Unclassified Controlled Nuclear information
57)	DOE O 471.3 Change 1	Identifying and Protecting Official Use only Information

	DOE Directive	Subject
58)	DOE M 471.3-1 Change 1	Manual for Identifying and Protecting Official Use only Information
59)	DOE O 471.6 Change 3	Information Security
60)	DOE O 472.2 Change 2	Personnel Security
61)	DOE O 473.3A Change 1	Protection Program Operations
62)	DOE O 474.2 Change 4	Nuclear Material Control and Accountability
63)	DOE O 475.1	Counterintelligence Program
64)	DOE O 475.2B	Identifying Classified Information
65)	DOE O 522.1A	Pricing of Departmental Materials and Services
66)	DOE O 534.1B	Accounting
67)	DOE O 550.1	Official Travel
68)	DOE P 547.1A	Small Business First Policy
69)	DOE O 5639.8A	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities
70)	DOE O 5670.1A	Management and Control of Foreign Intelligence
71)	Classification Bulletin GEN-16 Revision	“No Comment” Policy on Classified Information in the Public Domain

* Note: DOE Policies provide guidance for contractor programs and do not contain contractual requirements.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

ATTACHMENT J-2:

WAGE DETERMINATIONS

The appropriate Department of Labor Wage Determinations will be attached to each task order. *See* clause DOE-H-2057 *Department of Labor Wage Determinations*.

Table J-2, below, lists the exemption status of IDIQ labor categories.

Table J-2

Program Manager	Non-exempt
QA Manager	Non-exempt
QA Assistant Manager	Non-exempt
QA Auditor I	Exempt
QA Auditor II	Exempt
QA Auditor III	Exempt
QA Technical Specialist I	Exempt
QA Technical Specialist II	Exempt
QA Technical Specialist III	Exempt
QA Data Analyst	Exempt
Technical Writer/Editor I	Exempt
Technical Writer/Editor II	Exempt
TRU Waste Packaging Specialist	Exempt
TRU Waste Transportation Specialist	Exempt
PDP Specialist	Exempt
PDP Custodian	Exempt
Nuclear Safety Specialist I	Exempt
Nuclear Safety Specialist II	Exempt
Nuclear Safeguards and Security Specialist	Exempt
Health Physics/Radiological Protection Specialist	Exempt
Fire Protection Specialist	Exempt
Industrial/Hygiene Safety Specialist I	Exempt
Industrial/Hygiene Safety Specialist II	Exempt
Environmental Compliance Specialist	Exempt
Nuclear & Mining Facility Operations Specialist	Exempt
Int'l Programs & Repository Scientist	Exempt
NAMP Specialist	Exempt
Executive Management Consultant	Exempt

Administrative Assistant I	Exempt
Administrative Assistant II	Exempt
Administrative Assistant III	Exempt
Contract Specialist I	Exempt
Contract Specialist II	Exempt
Contract Specialist III	Exempt
Business Specialist	Exempt
Financial Analyst I	Exempt
Financial Analyst II	Exempt
Financial Analyst III	Exempt
Information and Records Mgmt Specialist	Exempt
IT Specialist	Exempt
Project Management Specialist I	Exempt
Project Management Specialist II	Exempt
Project Management Specialist III	Exempt
Project Controls Specialist I	Exempt
Project Controls Specialist II	Exempt
Project Controls Specialist III	Exempt
Technical Qualifications/ Training Specialist	Exempt
NEPA Specialist	Exempt
Corrective Action Manager	Non-exempt
Communications Professional	Exempt
Facility Representative I	Exempt
Facility Representative II	Exempt
TRU Waste Cert. Specialist I	Exempt
TRU Waste Cert. Specialist II	Exempt
TRU Waste Cert. Specialist III	Exempt
Technical Consultant I	Exempt
Technical Consultant II	Exempt
Technical Consultant III	Exempt
Business Operations Manager	Non-exempt
Chemist	Exempt
Facilitator	Exempt
Engineer I	Exempt
Engineer II	Exempt
Engineer III	Exempt
Mining & Hoisting Specialist	Exempt
Human Resource Specialist	Exempt

SECTION J, ATTACHMENT J-3
POSITION QUALIFICATIONS AND JOB DESCRIPTIONS

For the performance of the SOW, the Contractor shall provide a Program Manager and a Quality Assurance (QA) Manager with the minimum labor qualifications specified below.

Whether or not specifically stated, all job categories shall exhibit the following qualities:

- Proficiency in MS Office Suite (Word, Excel, PowerPoint, and Outlook) Adobe Acrobat, and other software specific to the position (i.e. Oracle, P6 Scheduling Software, Cobra, Primavera Scheduling, Crystal Ball, and Risk Analysis Software.)
- Ability to interpret and apply federal, state, local laws, regulations and requirements, including but not limited to current *DOE Directives* (https://energy.gov/em/doe-directive).
- Strong analytical, research and problem-solving skills.
- Effective oral and written communication skills at all assigned levels.
- Ability to work independently or in a team environment.
- Exhibit a high degree of professionalism in the production of deliverables and in interactions with fellow employees and client personnel. Display a professional customer-service attitude at all times.
- Adhere to fundamental principles of ethical service pursuant to federal, state and local regulations.

The Minimum Qualifications, Years/Education, and the descriptions & qualifications are not intended to be exhaustive or all-inclusive. They are intended to allow placement of appropriately skilled personnel, both in terms of job duties and in a billing matrix.

Additional duties per Labor Category or additional Labor Categories may be included that are not specifically listed below. The duty descriptions documented herein are not meant to be all-encompassing but describe the major areas of responsibility. Every labor category should be read to include “other duties as assigned” or language to that effect.

DOE is not endorsing that one or more individuals are required for each labor category.

Labor categories may require an L or Q clearance as required by task order.

KEY POSITIONS

Program Manager

Requires: Bachelor of Science in engineering or science or professional degree (as approved by the Contracting Officer) with a minimum of 15 years of relevant commercial or government-related experience involving quality assurance auditing of TRU waste program activities; safety oversight, oversight of regulatory and environmental compliance activities, and associated program and project management and business activities. Experience managing a project or contract of similar size, complexity, and scope to this SOW is preferred.

QA Manager

Requires: Bachelor of Science in engineering or science with a minimum of 15 years of management experience, at least 5 of which involved quality assurance auditing of TRU waste program activities; safety oversight, and oversight of regulatory and environmental compliance activities. The QA Manager must also meet the requirements of a Quality Assurance Auditor III (see labor qualifications below for non-key positions). Experience or quality related certifications may be substituted for education as approved by the CO.

NON-KEY POSITIONS

QA Assistant Manager

Requires: Bachelor of Science in engineering or science and 10 years of applicable experience implementing an ASME NQA-1-based quality assurance program and three years of previous supervisory or leadership experience. The QA Assistant Manager must possess a comprehensive knowledge of ASME NQA-1-1989, DOE Order 414.1, and 10 CFR 830.120. The QA Assistant Manager must have the ability to guide the performance of all aspects of TRU waste certification and facility compliance audits; must possess an expert knowledge of relevant site procedures and program documents (e.g., CBFO QAPD, WIPP-Waste Analysis Plan (WAP), WIPP-Waste Acceptance Criteria (WAC), and TRU Packaging Methods of Payload Control (TRAMPAC)). In addition, the QA Assistant Manager must have excellent verbal and written communications skills; well-developed leadership/supervisory skills and demonstrated ability to schedule and oversee the work of subordinates while evaluating and assisting with mentoring and performance improvement.

Requires: QA Auditor - I

Requires: Five years of experience as an auditor who is certified or who can be certified within 120 days of employment, under the CBFO auditor certification process, which is based on ASME NQA-1-1989. A QA Auditor I must have sufficient knowledge of ASME NQA-1-1989, DOE Order 414.1, and 10 CFR 830.120; must possess a combination of education and experience to meet the minimum Lead Auditor qualification points for certification specified in the nuclear industry standard ASME NQA-1-1989 Appendix 2A-3 and, within 90 days of employment, must possess sufficient knowledge of relevant site procedures and program documents (e.g., CBFO QAPD, WIPP-WAP, WIPP-WAC, and TRAMPAC) to successfully complete assigned activities during a CBFO program area audit.

A QA Auditor I must possess sufficient knowledge of quality assurance processes and sufficient experience with such processes to conduct audits within a nuclear facility environment; must have sufficient knowledge of corrective action processes to properly identify problems, assess corrective action plans, and verify closure and effectiveness of corrective actions; must have experience preparing assessment plans, checklists, and assessment reports necessary to conduct certification assessments at sites at remote locations across vast geographical areas; and interfacing with regulatory agencies.

QA Auditor - II

Requires: 10 years of directly related experience as a mid-level auditor, who is certified or who can be certified within 90 days of employment, under the CBFO lead auditor certification process, which is based on ASME NQA-1-1989. A QA Auditor I must have working knowledge of ASME NQA-1-1989, DOE Order 414.1, and 10 CFR 830.120; must possess a combination of education and experience to meet the minimum Lead Auditor qualification points for certification specified in the nuclear industry standard ASME NQA-1-1989 Appendix 2A-3 and, within 60 days of employment, must possess working knowledge of relevant site procedures and program documents (e.g., CBFO QAPD, WIPP-WAP, WIPP-WAC, and TRAMPAC) to successfully complete assigned activities during a CBFO program area audit.

A QA Auditor I must possess working knowledge of quality assurance processes and experience with such processes to conduct and lead assessments within a nuclear facility environment; must have working knowledge of corrective action processes sufficient to properly identify problems, assess corrective action plans, and verify closure and effectiveness of corrective actions; must have experience preparation and management of assessment plans, checklists, and reports by assessment team members, including coordination of the logistics necessary to conduct certification assessments at sites at remote locations across vast geographical areas; interfacing with regulatory agencies; and participating in or managing large assessment teams often with a significant number of observers.

QA Auditor - III

Requires: 15 years of directly related experience as a lead auditor who is certified or who can be certified within 60 days of employment, under the CBFO lead auditor certification process, which is based on ASME NQA-1-1989 OR a Bachelor's degree and five years of directly relevant and applicable experience as a lead auditor who is certified or who can be certified within 90 days of employment, under the CBFO lead auditor certification process, which is based on ASME NQA-1-1989 OR a Master's degree and three years of directly relevant and applicable experience as a lead auditor who is certified or who can be certified within 30 days of employment, under the CBFO lead auditor certification process, which is based on ASME NQA-1-1989. A QA Auditor II must have comprehensive knowledge of ASME NQA-1-1989, DOE Order 414.1, and 10 CFR 830.120; must possess a combination of education and experience to meet the minimum Lead Auditor qualification points for certification specified in the nuclear industry standard ASME NQA-1-1989 Appendix 2A-3 and, within 30 days of employment, must possess working knowledge of relevant site procedures and program documents (e.g., CBFO QAPD, WIPP-WAP, WIPP-WAC, and TRAMPAC) to successfully complete assigned activities during a CBFO program area audit. A qualified QA Auditor III must also have extensive experience in leading a team of auditors and technical specialists assessing the effectiveness of activities associated with radioactive mixed waste characterization, packaging, transportation and disposal; comprehensive expert-level knowledge of technical disciplines associated with nuclear facilities, waste characterization processes, hazardous materials, engineering, chemistry, industrial safety, nuclear safety, radioactive packaging and transportation or other similar disciplines, and the regulations associated with the discipline that the individual has been deemed to be an expert.

A QA Auditor III must possess expert knowledge of quality assurance processes and extensive experience with such processes to lead audits within a nuclear facility environment; must have expert knowledge of corrective action processes sufficient to properly identify problems, assess corrective action plans, and verify closure and effectiveness of corrective actions; must have experience managing preparation of audit plans, checklists, and reports by audit team members, including coordination of the logistics necessary to conduct certification audits at sites at remote locations across vast geographical areas; interfacing with regulatory agencies; and managing large audit teams often with a significant number of observers.

QA Technical Specialist - I

Requires: 10 years of directly relevant and applicable experience OR a Bachelor's degree and five years of relevant experience OR a Master's degree and three years of relevant experience in the specific discipline or subject matter area required by the project. A qualified QA Technical Specialist I must have experience in assessing the effectiveness of activities associated with radioactive mixed waste characterization, packaging, transportation and disposal; working-level knowledge of technical disciplines associated with nuclear facilities, waste characterization processes, hazardous materials, engineering, chemistry, industrial safety, nuclear safety, radioactive packaging and transportation or other similar disciplines, and the regulations associated with the discipline the individual is deemed to be an expert. A qualified QA Technical Specialist I must also possess a working knowledge of relevant site procedures and program documents (e.g., CBFO QAPD, WIPP-WAP, WIPP-WAC, and TRAMPAC) within 120 days of employment to successfully complete assigned activities during a CBFO program area audit.

QA Technical Specialist - II

Requires: 15 years of directly relevant and applicable experience OR a Bachelor's degree and 10 years of relevant experience OR a Master's degree and five years of relevant experience in the specific discipline or subject matter area required by the project. A qualified QA Technical Specialist II must have experience in assessing the effectiveness of activities associated with radioactive mixed waste characterization, packaging, transportation and disposal; expert-level knowledge of technical disciplines associated with nuclear facilities, waste characterization processes, hazardous materials, engineering, chemistry, industrial safety, nuclear safety, radioactive packaging and transportation or other similar disciplines, and the regulations associated with the discipline the individual is deemed to be an expert. A qualified QA Technical Specialist I must also possess a working knowledge of relevant site procedures and program documents (e.g., CBFO QAPD, WIPP-WAP, WIPP-WAC, and TRAMPAC) within 90 days of employment to successfully complete assigned activities during a CBFO program area audit.

QA Technical Specialist - III

Requires: 20 years of directly relevant and applicable experience OR a Bachelor's degree and 15 years of relevant experience OR a Master's degree and 10 years of relevant experience in the specific discipline or subject matter area required by the project. A qualified QA Technical Specialist III must have experience in assessing the effectiveness of activities associated with radioactive mixed waste characterization, packaging, transportation and disposal; comprehensive expert-level knowledge of technical disciplines associated with nuclear facilities, waste characterization processes, hazardous materials, engineering, chemistry, industrial safety, nuclear safety, radioactive packaging and transportation or other similar disciplines, and the regulations

associated with the discipline the individual is deemed to be an expert. A qualified QA Technical Specialist I must also possess a working knowledge of relevant site procedures and program documents (e.g., CBFO QAPD, WIPP-WAP, WIPP-WAC, and TRAMPAC) within 60 days of employment to successfully complete assigned activities during a CBFO program area audit.

Quality Assurance Data Analyst

Requires: Two-year technical degree, Associates degree or certificate in information management or similar field and two years of experience in creation, maintenance and management of databases; data trend analysis or similar function. Significant experience may be substituted for education if approved by the Contracting Officer.

Technical Writer/Editor 1

Requires: Bachelor's Degree in English, a technical discipline, or a related field OR a minimum of five years of experience in technical editing/writing, as approved by the Contracting Officer. Qualified Technical Writer/Editor should be proficient in Microsoft Office software suite; should have strong organizational skills, and must have developed written communication skills.

Technical Writer/Editor II

Requires: Bachelor's Degree in English, a technical discipline, or a related field AND a minimum of three years of technical editing/writing experience associated with technical and management procedures, technical program documents, and technical policies OR an Associates' Degree or a Business College Diploma with a minimum of five years of technical editing/writing experience associated with technical and management procedures, technical program documents, and technical policies or the equivalent OR 10 years of technical editing/writing experience associated with technical and management procedures, technical program documents, and technical policies or the equivalent, as approved by the Contracting Officer. A qualified Technical Writer/Editor II should be proficient in Microsoft Office software suite; should have strong organizational skills, and should have excellent written communication skills.

TRU Waste Packaging Specialist

Requires: Bachelor of Science degree in physical science, engineering, or technical discipline or related field (as approved by the Contracting Officer) AND 10 years of directly relevant experience OR 15 years of demonstrated knowledge and specialized experience in the design and certification of containers and packaging's used for the transport of radioactive materials. Specialized experience includes: demonstrated knowledge and experience in design, fabrication, certification, maintenance, and operation activities for Type B packaging's as regulated by the Nuclear Regulatory Commission (NRC) and 7A Type A containers regulated by the Department of Transportation (DOT).

TRU Waste Transportation Specialist

Requires: Bachelor of Science degree in physical science, engineering, or technical discipline or related field (as approved by the Contracting Officer) AND 10 years of directly relevant experience OR 15 years of demonstrated knowledge and specialized experience in hazardous and radioactive waste transportation activities that includes: interpretation and application of DOT

regulations affecting shipment of hazardous and radioactive waste; hazardous and radioactive long-haul carrier operations; design, manufacturing, and maintenance of specialized over the road trailers and equipment to support the transportation of hazardous and radioactive waste; maintenance and operation of semi-tractors and trailers; Commercial Vehicle Safety Alliance (CVSA) inspection procedures; field inspections and/or investigations and preparing reports relating to shippers, and shipments subject to the regulations for the transport of Hazardous Materials.

PDP Specialist

Requires: Bachelor of Science degree in a physical science, engineering, or technical discipline or related field (as approved by the Contracting Officer) AND 10 years of directly relevant laboratory experience in headspace gas analysis, RCRA constituents, and nondestructive radio-assay. A qualified PDP Specialist should have experience providing guidance and recommendations to senior management, defending technical opinions, and leading or directing project teams of other scientists/engineers. Experience initiating, executing, and completing complex projects without direct supervision is highly preferred.

PDP Custodian

Requires: Bachelor of Science degree AND 10 years of relevant experience, including experience reviewing plans and reports; conducting planning and compliance activities; supporting technical and public outreach meetings; supporting policy development; conducting regulatory reviews, compliance audits, and permit development and reviews; supporting waste management activities; preparing and delivering training and facilitation services; and developing and maintaining records centers or information systems and repositories. Typical background for a PDP Custodian includes but is not limited to environmental policy/studies, environmental management, natural resource management, and geography.

Nuclear Safety Specialist - I

Requires: Bachelor of Science degree in a physical science, engineering, or technical discipline, or a related field (as approved by the Contracting Officer) AND five years of experience in nuclear safety/nuclear engineering/safety basis experience OR 10 years of demonstrated knowledge and specialized experience in nuclear safety/nuclear engineering/safety basis experience. Specialized experience should include: nuclear safety basis analysis; design, configuration management, and operation of both reactor and nonreactor Category I, II and III facilities; developing, implementing, interpreting, and enforcing DOE Documented Safety Analyses (DSA) and Technical Safety Requirements (TSR); demonstrated knowledge and application of 10 CFR 830, Subparts A and B and 10 CFR 835 (as approved by the Contracting Officer).

Nuclear Safety Specialist - II

Requires: Bachelor of Science degree in a physical science, engineering, or technical discipline, or a related field (as approved by the Contracting Officer) AND 10 years of experience in nuclear safety/nuclear engineering/safety basis experience OR 20 years of demonstrated knowledge and specialized experience in nuclear safety/nuclear engineering/safety basis experience. Specialized experience may include: nuclear safety basis analysis; design,

configuration management, and operation of both reactor and nonreactor Category I, II and III facilities; developing, implementing, interpreting, and enforcing DOE Documented Safety Analyses (DSA) and Technical Safety Requirements (TSR); demonstrated knowledge and application of 10 CFR 830, Subparts A and B and 10 CFR 835 (as approved by the Contracting Officer).

Nuclear Safeguards and Security Specialist

Requires: 10 years of direct experience related to nuclear safeguards and security activities or sufficient experience (as approved by the Contracting Officer). A Nuclear Safeguards and Security Specialist (NSSS) should also have working level competency in DOE physical security standards and DOE protective force operations standards. expert level competency in security oversight practices in accordance with DOE G 226.1-1, *Safeguards and Security Oversight and Assessments Implementation Guide*, and should be familiar with the following DOE Orders, Manuals, and Guides:

- 10 CFR Part 860, Trespassing on Department of Energy Property
- 41 CFR Part 101, Federal Property Management Regulations
- 10 CFR Part 1046, Physical Protection of Security Interests
- DOE O 470.3B, *Graded Security Protection (GSP) Policy*
- DOE M 470.4-1 Change 1, *Safeguards and Security Program Planning and Management*
- DOE M 470.4-2 Change 1, *Physical Protection*
- 10 CFR Part 1047, Limited Arrest Authority and Use of Force by Protective Force Officers
- DOE O 470.4A, *Safeguards and Security Program*
- DOE M 470.4-2 Change 1, *Physical Protection*
- DOE Manual 470.4-3 Change 1, *Protective Forc*e
- DOE Manual 470.4-3A, *Contractor Protective Force*

Health Physics/Radiological Protection Specialist

Requires: Bachelor of Science degree in a physical science, engineering, or technical discipline, or a related field (as approved by the Contracting Officer) AND 10 years of experience in health physics/radiation protection OR 15 years of demonstrated knowledge and specialized experience in health physics/radiation protection. Specialized experience may include but is not limited to: demonstrated knowledge and application of radiological engineering, radiological monitoring, and radiological protection practices as defined by 10 CFR 835.

Fire Protection Specialist

Requires: Bachelor of Science degree in a physical science, engineering, or technical discipline, or a related field (as approved by the Contracting Officer) AND 10 years of experience in fire protection OR 15 years of demonstrated knowledge and specialized fire protection experience. Specialized experience to include: participation in Fire Hazard Analysis (FHA)/Baseline Needs Assessment (BNA) upgrades.

Industrial/Hygiene Safety Specialist - I

Requires: Bachelor of Science degree in a physical science, engineering, or technical discipline, or a related field (as approved by the Contracting Officer) AND 10 years of experience in industrial safety or industrial hygiene OR 15 years of demonstrated knowledge and specialized industrial safety or industrial hygiene experience. Certified industrial hygienist (CIH) credentials and/or certified safety professional (CSP) credentials are preferred. Specialized experience may include: developing, implementing, interpreting, and enforcing the Integrated Safety Management System (ISMS) at DOE sites; demonstrated knowledge and application of 10 CFR 851.

Industrial/Hygiene Safety Specialist - II

Requires: Bachelor of Science degree in a physical science, engineering, or technical discipline, or a related field (as approved by the Contracting Officer) AND 15 years of experience in industrial safety or industrial hygiene OR 20 years of demonstrated knowledge and specialized industrial safety or industrial hygiene experience. Certified industrial hygienist (CIH) credentials and/or certified safety professional (CSP) credentials are preferred. Specialized experience may include: developing, implementing, interpreting, and enforcing the Integrated Safety Management System (ISMS) at DOE sites; demonstrated knowledge and application of 10 CFR 851.

Environmental Compliance Specialist

Requires: Bachelor of Science degree in a physical science, engineering, or technical discipline, or a related field (as approved by the Contracting Officer) AND 10 years of direct experience in environmental compliance of which at least three years entailed being either an environmental regulator or environmentally regulated entity. Certified Hazardous Material Manager (CHMM), Registered Environmental Manager (REM), or Registered Environmental Professional (REP) certified professional credentials are desired, but not mandatory. Specialized experience should include but is not limited to: demonstrated knowledge and application of the RCRA regulations, the WIPP HWFP, management and radioactive waste disposal standards (40 Code of Federal Regulations [CFR], Parts 191 and 194), the WIPP authorization basis and WIPP HWFP, EPA's terms and conditions of WIPP Certification, the Clean Air Act, Clean Water Act, Safe Drinking Water Act, NEPA, TSCA, and applicable State of New Mexico regulations, including those intended to protect water resources.

Nuclear and Mining Facility Operations Specialist

Requires: Bachelor of Science degree in physical science, engineering, or technical discipline, or a related field (as approved by the Contracting Officer) AND 15 years of experience in their functional area with at least three years of nuclear facility and/or mining industry experience OR 20 years of demonstrated knowledge and specialized experience in their functional area with at least 10 years nuclear facility and/or mining industry experience. Specialized experience could include: nuclear safety basis analysis; design, configuration management, and operation of both reactor and non-reactor Category I, II and III facilities; knowledge and proven experience in TRU waste management, emergency preparedness, conduct of operations, nuclear systems safety, confinement ventilation, mining, hoisting, maintenance programs, work control programs, mechanical systems, electrical and control systems, fire protection systems, radiological

protection, mine safety, industrial safety, industrial hygiene, environmental protection, environmental compliance, OSHA requirements, MSHA requirements, and NRC nuclear facility requirements. The contracting officer shall review and approve specialized experience on a case by case basis for specific needs in support of nuclear and mining facility operations.

International Programs and Repository Scientist

Requires: Bachelor's degree in specified field of science with 20 years of experience related to international programs/relations and/or nuclear repository science OR a Master's degree in a specified field of science with 15 years of experience related to international programs/relations and/or nuclear repository science, OR a Ph.D. in a related discipline and 10 years of experience related to international programs/relations and/or nuclear repository science.

NAMP Specialist

Requires: Bachelor of Science degree in a physical science, engineering, or technical discipline or related field (as approved by the contracting officer) AND 10 years of direct relevant analytical laboratory experience. Experience providing guidance and recommendations to senior management, defending technical opinion, and leading or directing project teams of other scientists/engineers. A NAMP Specialist should have experience initiating, executing, and completing complex projects without direct supervision.

Executive Management Consultant

Requires: Bachelor of Science degree in a physical science, engineering, technical discipline, management or related field (as approved by the Contracting Officer) with 20 years of executive management experience OR a Master’s degree in a physical science, engineering, technical discipline, management or related field (as approved by the Contracting Officer) with 15 years of executive management experience. These individuals shall function as expert consultants in the areas of executive management, public and regulatory stakeholder communications and relations, and legal matters. Individual shall have knowledge and experience in the following: RCRA permitting requirements; NEPA; WIPP repository performance assessment requirements; WIPP site operations; DOE TRU characterization and shipping activities; DOE Environmental Management (EM) complex sites and missions; senior engineering, science, and management experience; complex environmental management experience; expert level written and oral communication skills; complex problem identification and resolution experience; and FOIA and PA issues.

Administrative Assistant - I

Requires: High school diploma or GED and either an associate degree in an administrative/business related field OR five years of administrative/business experience plus demonstrated knowledge and experience in business office procedures, etiquette, and professionalism to perform administrative support functions including: preparation, maintenance, modification, filing and retrieval of letters, memorandums, simple and/or complex spreadsheets, graphs, charts, presentations, and other written communications and visual aids in support of activities; answering phones, scheduling appointments, operating reproduction machines, filing correspondence and miscellaneous documentation, mail distribution; inventorying and managing

government property; inventorying and managing project records; creating files; timekeeping; data entry; setting up meetings, training, and other administrative functions as assigned.

Administrative Assistant - II

Requires: Associate's or Bachelor's degree in an administrative/business related field AND five years of administrative/business experience plus demonstrated knowledge and experience in business office procedures, etiquette, and professionalism to perform administrative support functions including: preparation, maintenance, modification, filing and retrieval of letters, memorandums, simple and/or complex spreadsheets, graphs, charts, presentations, and other written communications and visual aids in support of activities; answering phones, scheduling appointments, operating reproduction machines, filing correspondence and miscellaneous documentation, mail distribution; inventorying and managing government property; inventorying and managing project records; creating files; timekeeping; data entry; setting up meetings, training, and other administrative functions as assigned. The determination of AA II status should be made by the CTAC managers and supervisors, in conjunction with the CO and should be based the complexity of the assigned tasks and employee performance.

Administrative Assistant - III

Requires: Associate's or Bachelor's degree in an administrative/business related field AND 10 years of business experience plus demonstrated knowledge and experience in business office procedures, etiquette, and professionalism to perform administrative support functions including: preparation, maintenance, modification, filing and retrieval of letters, memorandums, simple and/or complex spreadsheets, graphs, charts, presentations, and other written communications and visual aids in support of activities; answering phones, scheduling appointments, operating reproduction machines, filing correspondence and miscellaneous documentation, mail distribution; inventorying and managing government property; inventorying and managing project records; creating files; timekeeping; data entry; setting up meetings, training, and other administrative functions as assigned. The determination of AA III status should be made by the CTAC managers and supervisors, in conjunction with the CO and should be based the complexity of the assigned tasks and employee performance.

Contract Specialist I

Requires: Bachelor's Degree or other higher education Degree (MBA, PhD, etc.) and minimum of 10 years of contracting experience specializing in, and performing all acquisition support functions (cradle to grave).

Contract Specialist II

Requires: Bachelor's Degree or other higher education Degree (MBA, PhD, etc.) and minimum of 15 years of contracting experience specializing in, and performing all acquisition support functions (cradle to grave).

Contract Specialist III

Requires: Bachelor's Degree or other higher education Degree (MBA, PhD, etc.) and a minimum of 25 years of contracting experience specializing in performing all acquisition support functions (cradle to grave).

Business Specialist

Requires: Bachelor's Degree with five years of experience OR 10 years of relevant business experience. Business Specialists provide business support to management and technical staff in the areas of budget, contract/procurement, or other related areas as approved by the CO. Sufficient skills and knowledge to prepare cost estimates, track costs, purchase materials and/or supplies in accordance with contract and Federal requirements; provide assistance on contract or procurement problems, or issues and manage records in accordance with federal records management programs, methods, requirements, and media.

Financial Analyst - I

Requires: Bachelor's Degree in Business or 10 years of relevant experience. Ten years of experience of funding for programs and projects or equivalent.

Preferred: Knowledge of DOE financial accounting systems (for example, STARS, STRIPES, or other Oracle based like systems). Experience of supporting funds management (for example, tracking funding levels, funding obligations, costs, etc.). Experience of analyzing and reporting budget execution process and funds management (for example, cost variances, forecasts, etc.). Experience of developing "what if" scenarios.

Financial Analyst - II

Requires: Bachelor's Degree in Business or 15 years of relevant experience. Fifteen years of experience in federal programs and projects or equivalent.

Preferred: Knowledge of DOE financial accounting systems (for example, STARS, STRIPES, or other Oracle based like systems). Experience of supporting funds management (for example, tracking funding levels, funding obligations, costs, etc.). Experience of analyzing and reporting budget execution process and funds management (for example, cost variances, forecasts, etc.). Ability to conduct comprehensive resource management and program scheduling and execution. Knowledge of project management/project controls to include lifecycle and baseline analysis. Experience in coordinating multiple high-level project documentation requirements. Experience of developing "what if" scenarios.

Financial Analyst - III

Requires: Master's Degree in Business or 20 years of relevant experience. Twenty years of experience in financial management or federal budgetary environment or equivalent.

Preferred: Extensive ability to conduct comprehensive program/financial analysis of business systems/submission and project baselines as related to DOE project and contract management. Extensive knowledge of Congressional budget process including experience in interpreting and implementing budgetary policies and procedures. Extensive experience coordinating multiple high level project documentation requirements. Executive level experience in managing large and diverse financial and budgetary programs with multiple appropriations in a multi-contract environment. Experience of providing expert advice to senior management. Extensive experience of supporting funds management (for example, tracking funding levels, funding obligations, costs, variances, forecasts, etc.). Extensive experience conducting comprehensive resource management and program scheduling and execution. Expert knowledge of project

management/project controls to include lifecycle and baseline analysis. Experience with DOE financial accounting systems (for example, STARS, STRIPES, or other Oracle based like systems). Extensive experience leading to an expert designation in assigned area.

Information and Records Management Specialist

Requires: Bachelor's Degree and five years of demonstrated knowledge and experience in federal records management and two years of experience directly related to responding to Privacy Act (PA) and Freedom of Information Act (FOIA) requests OR 10 years of relevant experience. Specialized knowledge and experience should include: federal records management programs, methods, requirements, and media; Public Law 93-5024 governing FOIA; Public Law 93-579 governing PA: Federal Records Act of 1950; Executive Orders 12356 and 12699; policies; case law precedents applicable to FOIA and PA; guidelines applicable to federal records management; and current records/files automation, database, word processing, and spreadsheet processes and systems.

IT Specialist

Requires: Bachelor's Degree in Information Technology or a related area OR sufficient on-the-job training and experience as approved by the CO. Desired certifications include Microsoft Certified System Engineer (MCSE), Microsoft Certified Database Administrator (MCDBA), Cisco Certified Network Associate (CCNA), Cisco Certified Design Associate (CCDA), A+, Certified Information Systems Security Professional (CISSP) or demonstrated knowledge of these areas through experience.

Project Management Specialist – I

Requires: Associate's Degree in a physical science, engineering, or technical discipline or related field (as approved by the contracting officer) and 10 years of relevant experience on construction projects. PMS I also require well developed written and verbal communications skills.

Project Management Specialist – II

Requires: Bachelor's Degree in a physical science, engineering, or technical discipline or related field (as approved by the contracting officer), 15 years of relevant project management experience, and six years of direct experience with DOE O 413.3B, *Program and Project Management for the Acquisition of Capital Assets*. A Master's Degree in a physical science, engineering, or technical discipline or related field is preferred. A PMS II should also have direct experience providing guidance and recommendations to senior management, defending technical opinion, and leading or directing project teams of other scientists/engineers.

Project Management Specialist – III

Requires: Bachelor's Degree in a physical science, engineering, or technical discipline or related field (as approved by the contracting officer), 15 years of relevant project management experience, and six years of direct experience with DOE O 413.3B, *Program and Project Management for the Acquisition of Capital Assets*. A Master's Degree in a physical science, engineering, or technical discipline or related field is preferred. A PMS III should also have direct experience providing guidance and recommendations to senior management, defending technical opinion, and leading or directing project teams of other scientists/engineers.

Project Controls Specialist - I

Requires: Bachelor's Degree in a physical science, engineering, or technical discipline or related field (as approved by the Contracting Officer) AND 10 years of relevant project controls experience OR a Master's Degree and five years of relevant project controls experience. Advanced skill level in P6 schedule development and analysis; experience in advanced project controls including cost analysis/cost estimating practices in order to monitor, report, and assist in finding solutions to deliver programs/projects on schedule and within budget per DOE Order DOE 413.3B; knowledge and experience in planning, program/project baseline development and reporting; Earned Value Management; variance analyses; cost estimating and analysis; critical path analysis; risk evaluation and management; contingency management; configuration control and change control; acquisition planning; program/project integration; and collaborative communication with stakeholders; and ability to convey appropriate information clearly and accurately to individuals or groups; to produce quality results by addressing customer needs, analyzing and resolving problems, and maintaining accountability for achieving milestones; and to set work-related goals and objectives and apply innovative solutions to accomplish assigned work.

Project Controls Specialist - II

Requires: Bachelor's Degree in a physical science, engineering, or technical discipline or related field (as approved by the Contracting Officer) AND 15 years of relevant project controls experience OR a Master's Degree and 10 years of relevant project controls experience. Expert skill level in P6 schedule development and analysis; experience in advanced project controls including cost analysis/cost estimating practices in order to monitor, report, and assist in finding solutions to deliver programs/projects on schedule and within budget per DOE Order DOE 413.3B; knowledge and experience in planning, program/project baseline development and reporting; Earned Value Management; variance analyses; cost estimating and analysis; critical path analysis; risk evaluation and management; contingency management; configuration control and change control; acquisition planning; program/project integration; and collaborative communication with stakeholders; and ability to convey appropriate information clearly and accurately to individuals or groups; to produce quality results by addressing customer needs, analyzing and resolving problems, and maintaining accountability for achieving milestones; and to set work-related goals and objectives and apply innovative solutions to accomplish assigned work.

Project Controls Specialist - III

Requires: Bachelor's Degree in a physical science, engineering, or technical discipline or related field (as approved by the Contracting Officer) AND 20 years of relevant project controls experience OR a Master's Degree and 15 years of relevant project controls experience. Mastery of P6 schedule development and analysis; experience in advanced project controls including cost analysis/cost estimating practices in order to monitor, report, and assist in finding solutions to deliver programs/projects on schedule and within budget per DOE Order DOE 413.3B; knowledge and experience in planning, program/project baseline development and reporting; Earned Value Management; variance analyses; cost estimating and analysis; critical path analysis; risk evaluation and management; contingency management; configuration control and change control; acquisition planning; program/project integration; and collaborative

communication with stakeholders; and ability to convey appropriate information clearly and accurately to individuals or groups; to produce quality results by addressing customer needs, analyzing and resolving problems, and maintaining accountability for achieving milestones; and to set work-related goals and objectives and apply innovative solutions to accomplish assigned work.

Technical Qualifications/Training Specialist

Requires: 10 years of experience in technical training and technical qualifications programs for nuclear facility operations and oversight positions.

NEPA Program Support

Requires: Bachelor of Science degree in physical science, engineering, or technical discipline, or a related field (as approved by the Contracting Officer) AND 10 years of direct experience in environmental compliance of which at least three years entailed being either an environmental regulator or environmentally regulated entity. Experience in performing NEPA analyses of nuclear facilities is preferred.

Corrective Actions Manager

Requires: Bachelor's degree in an applicable field of study with 20 years of experience in corrective actions management related to significant projects/events (e.g., from Accident/Investigations) OR a Master's degree in an applicable field of study with 15 years of experience in corrective actions management related to significant projects/events (e.g., from Accident/Investigations), OR a Ph.D. in a related discipline with 10 years of experience in corrective actions management related to significant projects/events (e.g., from Accident/Investigations) (as approved by the Contracting Officer).

Communications Professional

Requires: Bachelor's degree in a physical science, engineering, technical discipline, management, public relations, communications or related field (as approved by the Contracting Officer) with 20 years of combined experience in technical and public relations/communications management OR a Master's degree with 15 years of combined experience in technical and public relations/communications management. Demonstrated ability to communicate with state and local government officials, regulatory agencies, environmental groups, stakeholders and general public during normal and abnormal/event situations on topics/issues including but not limited to packaging, characterization/certification, transportation and disposal of TRU waste, radiological and environmental monitoring activities at the WIPP.

Facility Representative - I

Requires: Bachelor of Science degree in physical science, engineering, or technical discipline, or a related field (as approved by the Contracting Officer) and 10 years of experience in facility operations/ maintenance and conduct of operations oversight OR 15 years of demonstrated knowledge and specialized experience in facility operations/ maintenance and conduct of operations oversight. DOE Facility Representative qualification experience is preferred.

Facility Representative - II

Requires: Bachelor of Science degree in physical science, engineering, or technical discipline, or a related field (as approved by the Contracting Officer) and 15 years of experience in nuclear facility operations/maintenance and conduct of operations oversight OR 20 years of demonstrated knowledge and specialized nuclear facility operations/maintenance and conduct of operations oversight experience. DOE Facility Representative qualification experience is preferred.

TRU Waste Certification Specialist - I

Requires: Bachelor of Science degree in physical science, engineering, or technical discipline or related field (as approved by the Contracting Officer) AND 10 years of relevant experience (waste characterization/certification experience is preferred) OR a Master's degree in physical science, engineering, or technical discipline or related field (as approved by the Contracting Officer) AND five years of relevant experience (waste characterization/certification experience is preferred) OR 15 years demonstrated knowledge and specialized experience at radioactive waste generator sites' waste characterization, certification, and transportation programs including: knowledge and experience in nondestructive examination (NDE) techniques and technologies; management of mixed radioactive material and/or waste; characterization of mixed radioactive waste to meet DOT and NRC transportation requirements; knowledge of the WIPP hazardous waste facility permit and WIPP waste acceptance requirements; experience performing field inspections and/or investigations and preparing reports relating to process knowledge, acceptable knowledge, waste stream definition, prohibited items, and waste stream approval process subject to RCRA and EPA requirements defined in 40 CFR §§ 194.08, 194.22, and 194.24.

TRU Waste Certification Specialist - II

Requires: Bachelor of Science degree in physical science, engineering, or technical discipline or related field (as approved by the Contracting Officer) AND 15 years of relevant experience (waste characterization/certification experience is preferred) OR a Master's degree in physical science, engineering, or technical discipline or related field (as approved by the Contracting Officer) AND 10 years of relevant experience (waste characterization/certification experience is preferred) OR 20 years of demonstrated knowledge and specialized experience at radioactive waste generator sites' waste characterization, certification, and transportation programs including: knowledge and experience in nondestructive examination (NDE) techniques and technologies; management of mixed radioactive material and/or waste; characterization of mixed radioactive waste to meet DOT and NRC transportation requirements; knowledge of the WIPP hazardous waste facility permit and WIPP waste acceptance requirements; experience performing field inspections and/or investigations and preparing reports relating to process knowledge, acceptable knowledge, waste stream definition, prohibited items, and waste stream approval process subject to RCRA and EPA requirements defined in 40 CFR §§ 194.08, 194.22, and 194.24.

TRU Waste Certification Specialist - III

Requires: Bachelor of Science degree in physical science, engineering, or technical discipline or related field (as approved by the Contracting Officer) AND 20 years of relevant experience

(waste characterization/certification experience is preferred) OR a Master's of Science degree in physical science, engineering, or technical discipline or related field (as approved by the Contracting Officer) AND 15 years of relevant experience (waste characterization/certification experience is preferred) OR 25 years of demonstrated knowledge and specialized experience at radioactive waste generator sites' waste characterization, certification, and transportation programs including: knowledge and experience in nondestructive examination (NDE) techniques and technologies; management of mixed radioactive material and/or waste; characterization of mixed radioactive waste to meet DOT and NRC transportation requirements; knowledge of the WIPP hazardous waste facility permit and WIPP waste acceptance requirements; experience performing field inspections and/or investigations and preparing reports relating to process knowledge, acceptable knowledge, waste stream definition, prohibited items, and waste stream approval process subject to RCRA and EPA requirements defined in 40 CFR §§ 194.08, 194.22, and 194.24.

Technical Consultant - I

Requires: Bachelor's degree in an applicable field of study with 15 years of experience OR a master's degree in an applicable field of study with 10 years of experience, or a Ph.D. in a related discipline with five years of experience (as approved by the Contracting Officer). The TC I should have demonstrated expert knowledge and specialized experience (as approved by the Contracting Officer) in hazardous or nuclear waste generation or waste management, or as a RCRA regulator or facility expert, or in a technical discipline associated with the operation of a nuclear facility or laboratory. This labor category is intended to be used for a specialized need and not to be used as a way to obtain a higher rate when other specific applicable labor categories exist.

Technical Consultant - II

Requires: Bachelor's degree in an applicable field of study with 20 years of experience OR a master's degree in an applicable field of study with 15 years of experience, OR a Ph.D. in a related discipline with 10 years of experience (as approved by the Contracting Officer). A TC II should have demonstrated expert knowledge and specialized experience (as requested by the Contracting Officer – due to industry recognition) in hazardous or nuclear waste generation or waste management, or as a RCRA regulator or facility expert, or in a technical discipline associated with the operation of a nuclear facility or laboratory. This labor category is intended to be used for a specialized need and not to be used as a way to obtain a higher rate when other specific applicable labor categories exist.

Technical Consultant - III

Requires: Bachelor's or Master's degree in applicable field of study with 25 years of experience in the applicable field, with leadership experience, OR a Ph.D. in a related discipline with 15 years of experience. The combination of education, experience and expertise may vary depending on task or project and may require approval by the Contracting Officer. Technical Consultant III is typically for individuals who are needed for a specific task or project which generally has a short duration (months not years) and generally needed in an expedited fashion OR where a highly specialized expertise as needed. This labor category is intended to be used for a specialized need and not to be used as a way to obtain a higher rate when other specific applicable labor categories exist.

Business Operations Manager

Requires: Bachelor's Degree with five years of experience OR 10 years of relevant experience. This individual shall provide business support to the program in the areas of budget, contract/procurement, strategic planning, and human resources activities. Individuals shall possess sufficient skills and knowledge to develop resource loaded schedules, prepare cost estimates, track costs, purchase materials and supplies in accordance with contract and Federal requirements, provide contract/procurement advice and assistance on contract or procurement policies, problems, or issues; evaluate and advise federal staff on the effectiveness, productivity, and efficiency of policies, programs and operations; analyze and evaluate (on a quantitative/qualitative basis) the effectiveness of program operations in meeting established goals and objectives; provide leadership and supervision to Business and Administrative staff, through participation in hiring processes, planning and scheduling work, conducting evaluations of work, and providing training and counseling.

Chemist

Requires: Master's degree in applicable field of study with 20 years of experience in the applicable field (as approved by the Contracting Officer), with leadership experience, OR a Ph.D. in a related discipline with 15 years of experience. The combination of education, experience and expertise may vary depending on task or project and may require approval by the Contracting Officer.

Facilitator

Requires: Associates or Bachelor's degree in applicable field of study with 10 years of experience in the applicable field (as approved by the Contracting Officer). The combination of education, experience and expertise may vary depending on task or project and may require approval by the Contracting Officer.

Engineer - I

Requires: Bachelor's Degree in Engineering or related field with five years of related experience in engineering. Recognized certification in designated discipline; DOE environmental cleanup experience such as operations, facility design, D&D, D&R, S&M, Infrastructure, operations oversight and experience with modifications and repairs of facilities; experience in performing calculations and analyses of design components, equipment operations or corrective actions; and experience in work planning and scheduling, use of heavy construction equipment.

Engineer - II

Requires: Master's Degree in Engineering or related field with 10 years of related experience in engineering. Professional Engineer (PE) License in related field; moderate DOE environmental cleanup experience such as operations, facility design, D&D, D&R, S&M, Infrastructure, operations oversight and experience with modifications and repairs of facilities; extensive experience with design and operation of fire protection systems including performance of fire hazards analyses; extensive experience performing calculations and analyses of design components, equipment operations or corrective actions; extensive experience in work planning and scheduling, use of heavy construction equipment and supervision of union labor; and recognized certification(s) in designated discipline.

Engineer - III

Requires: Master's Degree in Engineering or related field with 15 years of related experience in engineering. Professional Engineer (PE) License in related field; extensive DOE environmental cleanup experience such as operations, facility design, D&D, D&R, S&M, Infrastructure, operations oversight and experience with modifications and repairs of facilities; extensive experience with design and operation of fire protection systems including performance of fire hazards analyses; extensive experience performing calculations and analyses of design components, equipment operations or corrective actions; extensive experience in work planning and scheduling, use of heavy construction equipment and supervision of union labor; and recognized certification(s) in designated discipline.

Human Resources Professional

Requires: Bachelor's degree AND 15 years of relevant experience OR a Master's degree AND 10 years of relevant experience in human resources management. A qualified Senior Human Resources Professional should have experience in organizational configuration & resource control, position management & classification, recruitment & placement, HR development, and workforce planning. Additional knowledge and experience related to labor legislation and the fair labor standards act; development of mission and function documents; position classification and organizational restructuring, job-specific training development and development of staffing and management plans or other HR skills may be required based on specific needs of the client.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

ATTACHMENT J-4: CONTRACT SECURITY CLASSIFICATION SPECIFICATION FORM

(Contractor to sign DOE F 470.1 (02/2018) at award)

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

ATTACHMENT J-5:

NOTICE OF NONDISCLOSURE

I_____, am working on Contract No. [_____] for the US Department of Energy. In performance on or in support of Contract [_____], I certify that I shall not disclose any Government or DOE or contractor proprietary or confidential information related to or gathered during contract performance, or after contract completion concerning this contract to anyone who is not also authorized access to that information by law, regulation, agency head, or the Contracting Officer; any disclosure shall be limited to the information required in connection with a person's official responsibilities.

I certify that I am aware of the restrictions on disclosure on information under the Procurement Integrity Act, 41 U.S.C. §423, and its implementing regulations, Federal Acquisition Regulation 3.104. I understand that unauthorized disclosure of such information may subject me to substantial administrative, civil and criminal penalties, including fines, imprisonment, and loss of employment under the Procurement Integrity Act, 41 U.S.C. §423 (2002), or other applicable laws and regulations. Furthermore, I will report any attempt to obtain such information concerning Contract [_____] prior to award.

I understand that making a false or fraudulent certification may subject me to prosecution under Title 18, United States Code, §1001 and the Procurement Integrity Act, 41 U.S.C.§423.

NAME_____/_____
Print Signature

DATE_____ORGANIZATION _____

Contractor to maintain pursuant to Section C.2 *Contractor Performance*.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

ATTACHMENT J-6: GOVERNMENT-FURNISHED PROPERTY LIST

[GFP List will be attached to each task order]

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

ATTACHMENT J-7: PRICING SCHEDULES

[*Offeror Fill-in. Will be attached upon contract award*]

PART IV - REPRESENTATIONS AND INSTRUCTIONS SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

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K.1 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 562910, Environmental Remediation Services.

(2) The small business size standard is 750 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (d) applies.
[_] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements— Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) Rights in data52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA- designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitations that include the clause at 52.204-7.

(xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xx) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $80,317, the provision with its Alternate II applies.

(D) If the acquisition value is $80,317 or more but is less than $100,000, the provision with its Alternate III applies.

(xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxiv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

_X_(i) 52.204-17, Ownership or Control of Offeror.

_X_(ii) 52.204-20, Predecessor of Offeror.

_____(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

_____(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

_____(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

_____(vii) 52.227-6, Royalty Information.

_____(A) Basic.
_____(B) Alternate I.

___(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.sam.gov. After reviewing the SAM database information, the offeror verifies by submission of the offer that the

representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

K.2 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) Definitions. As used in this provision-

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means-

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see FAR 52.204- 7).

K.3 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007)

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data-General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-

General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the Offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states (Offeror check appropriate block)-

(__) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

(__) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

_____

_____

_____

(c) Any identification of limited rights data or restricted computer software in the Offeror's response is not determinative of the status of the data should a contract be awarded to the Offeror.

K.4 ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE

(a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) Each Offeror is to check the appropriate block for each of the questions below. The questions apply equally to (1) the Offeror, (2) intended subcontractors at any tier, (3) consultants, (4) affiliates of the foregoing, and (5) chief executives and directors of any of the foregoing who will be involved in performing the contract, and, accordingly, that the term "Offeror" is defined to include all five types of considerations. The questions shall be completed by each Offeror or person identified.

(1) Does the Offeror depend upon industries or firms that could be affected by DOE actions related to the contract for a significant portion of its business, or have a

relationship (financial, organizational, contractual or otherwise) with such industries or firms that could impair its objectivity or independence? Yes☐ No ☐

(2) Would any unfair competitive advantage accrue to the Offeror in either its private or government business pursuits from access to:

(i) Data generated under the contract? Yes ☐ No ☐

(ii) Information concerning DOE plans and programs? Yes ☐ No ☐

(iii) Confidential and proprietary data of others? Yes ☐ No ☐

(3) Will any proposed subcontractor perform any self-evaluation or inspection of a service or product, or evaluation or inspection of another with whom a relationship exists which could impair objectivity, including evaluation or inspection of goods or services that complete commercially with the performer's goods or services? Yes☐ No ☐

(4) Will any of the Offeror's chief executives, directors, or entities, which they own or represent, or any of the Offeror's affiliates be involved in the performance of the contract? Yes ☐ No ☐

(i) If the Offeror checked "Yes" above in paragraph (b), will the involvement be performed as part of the Prime contract or a subcontract? Prime Contract ☐ Subcontract ☐

(5) Do you have any current business arrangements that may conflict with your role as Offeror or subcontractor under this contract? Yes ☐ No ☐

(c) (If the Offeror checked "yes" to any of the above in paragraph (b), the Offeror shall provide the statement described in paragraph (d) from each entity or person affirmatively responding.

(d) The statement must contain the following:

(1) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the Offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial

relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.

(2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the services required by the Scope of Work to be provided in connection with the instant contract.

(e) Failure of the Offeror to provide the required statement may result in the Offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

K.5 CERTIFICATION REGARDING FACILITY CLEARANCE - FOREIGN OWNERSHIP, CONTROL OR INFLUENCE INFORMATION

[*Note: Because this procurement falls under the Savannah River security cognizance, a SRS 383 form will need to be included as well.*]

Please check, as appropriate:

[ ] Submitted Commercial and Government Entity code or facility code if cleared.

[ ] Documentation granting Offeror's subcontractor(s) and/or joint venture facility clearance is attached.

[ ] Draft FOCI Mitigation Plan, if applicable, is attached.

[ ] Facility Clearance request documentation including the following information has been submitted via Foreign Ownership, Control, or Influence (FOCI) Electronic Submission Site at https://foci.anl.gov/ for Offeror, subcontractor(s) and/or joint venture if not currently cleared:

[ ] The Standard Form 328 has been signed and dated by an authorized official of the company and the original has been sent to the appropriate FOCI Office.

[ ] If publicly owned, the Contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privately owned, the audited, consolidated financial information for the most recently closed accounting year has been attached.

[ ] A copy of the company's articles of incorporation and an attested copy of the company's by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents.

[ ] A list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the government agency(ies) that granted or will be granting those clearances.

K.6 AGREEMENT TO USE NON-FEDERAL SUPPORT PERSONNEL

DOE may employ non-federal evaluators (including employees of DOE contractors) to evaluate proposals submitted in response to Solicitation **89303320REM000073**. All such non-federal

evaluators are required to sign appropriate non-disclosure and conflict of interest statements prior to any such engagement. By submission of a signed offer under this solicitation, the Offeror consents to such review by non-federal evaluators.

K.7 PRICE PROPOSAL CERTIFICATION

The Government publicly furnished certain cost, pricing, and/or estimating information regarding contract activities and requirements during the solicitation phase of this contract. By submitting a signed offer under this Solicitation, the Contractor certifies that:

(a) It fully recognizes that such information was not warranted in any manner by the Government as to its accuracy or validity, and was for information only;

(b) The Government does not represent such information as a preferred price offer under the solicitation; and

(c) Irrespective of the Government-furnished information, the Contractor's proposed price, upon which this contract award is based, was independently and fully derived from the Contractor's own estimating methods, that the Contractor assumes full and complete ownership of its proposed price, and that it fully acknowledges that the Government makes no warranties, express or implied, as to the completeness or accuracy of the Government furnished pricing and estimating information.

K.8 SOLICITATION CERTIFICATION

By submitting its signed offer, the Offeror represents its understanding that Solicitation number 89303320REM000073 represents the current and complete contracting requirements of the Government for the Carlsbad Field Office Technical Assistance Contract (CTAC). This Solicitation supersedes in its entirety any prior representations from the Government or attributed to the Government, including, but not necessarily limited to; any information formally provided by the Government prior to release of this Solicitation; remarks made by the Government during, or reported as a result of, industry one-on-one meetings; and any information or conjecture presented by the media, or any other source, on the Governments requirements for this Solicitation.

K.9 SIGNATURE/CERTIFICATION

By signing below, the Offeror certifies, under penalty of law, that the representations and certifications are accurate, current, and complete. The Offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certifications made by the Offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of a false, fictitious, or

fraudulent representation or certification may render the maker subject to prosecution under 18 United States Code (USC) Section 1001.

_____ _____

Signature of the Officer or Employee Responsible for the Offer Date of Execution

_____

Typed Name and Title of the Officer or Employee Responsible for the Offer

_____

Name of Organization

_____

Address

_____

City, State, Zip Code

Solicitation Number: 89303320REM000073

PART IV — REPRESENTATIONS AND INSTRUCTIONS

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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

https://www.acquisition.gov/far/ http://energy.gov/management/downloads/searchable-electronic-department-energy- acquisition-regulation

PROVISIO N NUMBER	FAR/DEAR REFERENCE	PROVISION TITLE (DATE)
L.1.1	FAR 52.204-7	System For Award Management (OCT 2016)
L.1.2	FAR 52.204-16	Commercial and Government Entity Code Reporting (AUG 2020)
L.1.3	FAR 52.214-34	Submission of Offers in the English Language (APR 1991)
L.1.4	FAR 52.214-35	Submission of Offers in U.S. Currency (APR 1991)
L.1.5	FAR 52.215-1	Instructions To Offerors - Competitive Acquisition (JAN 2017)
L.1.6	FAR 52.215-16	Facilities Capital Cost of Money (JUN 2003)
L.1.7	FAR 52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (OCT 2010); Alternate 1V (OCT 2010)
L.1.8	FAR 52.215-22	Limitations on Pass-Through Charges - Identification Of Subcontract Effort (OCT 2009)
L.1.9	FAR 52.216-29	Time-and-Materials/Labor-Hour Proposal Requirements--Non-Commercial Item Acquisition With Adequate Price Competition (FEB 2007)
L.1.10	FAR 52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
L.1.11	FAR 52.237-1	Site Visit (APR 1984)
L.1.12	DEAR 952.233-4	Notice of Protest File Availability (AUG 2009)
L.1.13	DEAR 952.233-5	Agency Protest Review (SEP 1996)

L.2 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite-Delivery/Indefinite-Quantity (IDIQ) contract resulting from this solicitation, under which Firm-Fixed-Price (FFP) or Time-and-Materials task orders may be issued resulting from this solicitation.

L.3 DOE-L-2001 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL (OCT 2015) Alternate I and Alternate II (OCT 2015) (Revised)

(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 for the purposes of competing for any contract resulting from this solicitation. If the Offeror is a newly formed entity, it must be legally established on or before the date for submission of proposals.

(b) Availability of the solicitation, amendments, and other documents – electronic media.

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

(c) The solicitation, amendments, reference documents, drawings, specifications, other documents and other communications are also available through the procurement website at: http://www.emcbc.doe.gov/SEB/cbfo-tac/.

(d) 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.

(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. It is imperative that the Offeror read and understand how to submit its proposal using the FedConnect web portal. All proposal documents required by this solicitation must be uploaded and received in their entirety in the FedConnect Responses web portal no later than the date and time specified in Standard Form 33, *Solicitation, Offer and Award*, in Section A of this solicitation.

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

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

(4) Physical copies of the proposal (paper or USB drive) are not desired and will not be accepted.

(e) Solicitation instructions and proposal information.

(1) Proposals are expected to conform to all solicitation requirements and the instructions contained in this Section L. The Government will evaluate proposals on the basis of the information provided in the proposal. The Government will not assume that an Offeror possesses any capability unless set forth in the proposal. This applies even if the Offeror has existing contracts with the Federal Government, including 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. In addition, a proposal will be eliminated from further consideration before the initial rating if the proposal is deficient as to be totally unacceptable on its face. A proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the material requirements of the solicitation, or if it does not substantially and materially comply with the proposal preparation instructions of this solicitation. Cursory responses or responses which merely repeat or reformulate the solicitation will not be considered responsive to the requirements of the solicitation. In the event that a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.

(f) 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, Cost/Price Proposal – No page limit.

(2) All attachments, annexes, and appendices shall be counted toward the page limits set forth below for Volume II, unless otherwise stated. The following do not count toward the page limitations: table of contents, title pages, glossary, divider tabs, and blank pages. Those pages that exceed the limits set forth below for Volume II 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) Offerors shall not cross-reference to other volumes of the proposal and shall provide complete information within the appropriate volume. All cost and pricing information shall be submitted and addressed only in Volume III, Cost/Price Proposal, unless otherwise specified.

(g) Proposal specifications.

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

(2) Page size. Page size shall be 8½ x 11 inches for text pages. When 8½ x 11 inch pages contain text on both front and back, this is considered two pages. Page size for large tables, charts, graphs, diagrams, design drawings, or other schematics shall not exceed 11 x 17 inches. In addition, tables of contents, lists of figures, dividers, tabs, or similar inserts that do not provide any substantive information are not counted as a page.

(3) Print type. Text shall be 12 point or larger, single-spaced, using Times New Roman font type, including paragraph text in the Section L attachments. Headers and footers, spreadsheets, charts, tables, diagrams or design drawings, and graphs must be 10 point or larger using Times New Roman font type. Bold and italics are acceptable, and narrow is not acceptable.

(4) Page margins. Page margins for text pages shall be a minimum of one inch at the top, bottom, and each side. Tabloid pages may only be used for graphics, spreadsheets, and large tables. Paragraphs of text and section heading are not allowed on 11 x 17's. Each 11 x 17 page shall count as two pages. Each page shall, within the one inch top or bottom margins, set forth the solicitation number; name of the Offeror; and, as applicable, the legend in accordance with paragraph (e)(2), Restriction on disclosure and use of data, of the provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition. 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.

(5) Page numbering. All pages shall be sequentially numbered by volume.

(6) File format. Files submitted shall be readable and searchable using Microsoft® Word®, Excel®, or Adobe® portable document format file (PDF) (must be in a searchable format, not scanned) except the following specific Volume III files:

(i) Financial statements and Annual Reports shall be submitted in PDF (portable document format files are required).

(ii) Any proprietary software utilized in preparation of proposal information shall be provided along with licenses required to allow operation of the proprietary software. Any files provided in accordance with this section shall be in the native format.

(iii) Cost and Fee Proposal tables shall be organized and submitted in native file format.

(iv) The proposed schedule shall be submitted as a Primavera P6, "XER" file type.

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

(h) Classified Information. The Offeror shall not provide any classified information in response to this solicitation.

(i) Questions.

(1) Questions regarding this solicitation must be submitted to cbfo-tac@emcbc.doe.gov no later than 7 (seven) calendar days after issuance of the requests for proposals. 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 the questions. Each question shall clearly specify the solicitation area to which it refers. Responses to questions, as appropriate, will be posted to the procurement website as soon as practicable. 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 via email to cbfo-tac@emcbc.doe.gov.

(j) 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.

(k) 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.

(l) 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.

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

(n) 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. Part IV, Section K will be incorporated into the contract by reference.

L.4 DOE-L-2002 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME I – OFFER AND OTHER DOCUMENTS (OCT 2015) ALTERNATES II AND VI (OCT 2015)

(a) General. Volume I – Offer and Other Documents, contains the offer to enter into a contract and other documents. The Offerors shall include the information listed in the following paragraphs in Volume I, assembled in the order listed. In cases where the Offeror is required to fill-in information in a contract clause, the Offeror shall submit only those pages that require input of information or a signature.

Fill-ins are generally marked “To Be Proposed (TBP)” or “Offeror fill-in;” however, Offerors are responsible for ensuring all required fill-ins are completed with proposal submission (even if not overtly identified as TBP or offeror fill-in). Those specific areas include, but are not limited to:

(1) Section B.2, Contact Line Item Structure [Tables B.2(2), Total Contract Value and B.2(3), IDIQ Schedule of Fully Burdened Labor Rates (Labor categories, DPLH, fixed labor rates and Extended Price applicable for ordering)];

(2) Section B.4, Non-Labor Cost – Indirect Ceiling Rate

(3) Section G.9, Defective or Improper Invoice

(4) DOE-H-2058, Designation and Consent of Major Subcontracts – Alt I (OCT 2014)

(5) DOE-H-2070, Key Personnel - Alternate I (OCT 2014)

(6) FAR 52.227-23, Rights to Proposal Data (Technical) (JUN 1987)

(7) DEAR 952.227-82, Rights to Proposal Data (APR 1994)

(8) FAR 52.219-28, Post-Award Small Business Program Rerepresentation

(9) Attachment J-7, IDIQ Labor Rate Schedule

(10) Attachment L-6 Labor Category Crosswalk (if applicable)

(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 – Signed (pdf or scanned format) Standard Form (SF) 33.

(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 270 calendar days in block 12 of the SF 33.

(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 that will perform any portion of the contract work.

(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 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.

(2) 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 subcontractor(s), have not completed the annual representations and certifications electronically via the System for Award Management, each entity will be required to complete the individual representations and certifications contained in FAR 52.204- 8.

(g) Exceptions and deviations.

Exceptions and/or deviations are not sought, and the Government is under no obligation to enter into discussions related to such. 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 (OCI).

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 named subcontractor(s) shall provide a fully executed Section K.4, *Organizational Conflicts of Interest Disclosure* and any necessary statements required by the provision. If the Offeror believes there is an existing or potential OCI, the Offeror shall submit an appropriate mitigation plan. If the Department identifies an existing or potential OCI, the Offeror shall submit any information requested by the Department; including a mitigation plan.

Further, if the Department requires additional explanation or interpretation regarding the proposed Organizational Conflict of Interest Mitigation Plan, this would be handled as clarifications or communications with Offerors, in accordance with subsections (a) and (b) of FAR 15.306, Exchanges with Offerors after receipt of proposals. As such, the Government may communicate with any Offeror at any time during the evaluation process regarding its OCI Mitigation Plan

(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 first-tier subcontractor with an anticipated subcontract value of $10 million or more over the entire contract period or more is required to provide the information described above.

(j) Facility Clearance verification. (Revised)

The Offeror shall submit the following for the Offeror, JV/LLC member(s), and Teaming Subcontractors (if applicable) who will perform work under a contract resulting from this solicitation and require access authorizations (see Section L provision entitled, DEAR 952.204-73, Facility Clearance): (1) DOE Facility Clearance code or your Department of Defense (DOD) assigned Commercial and Government Entity (CAGE) code; (2) the date the Offeror's, JV/LLC member(s)', and Teaming Subcontractor's (if applicable) completed Standard Form 328 was submitted, and (3) the date of the Contracting Officer's affirmative FOCI determination. If the Offeror, JV/LLC member(s), or any of its Teaming Subcontractors (if applicable) do not possess such a CAGE code or DOE/NRC facility clearance number, the Offeror, JV/LLC member(s), and Teaming Subcontractor (if applicable) shall submit FOCI information in accordance with the Section L provision entitled, DEAR 952.204-73, Facility Clearance. Further information is available at https://foci.anl.gov/. All Offerors, JV/LLC member(s), and Teaming Subcontractors (if applicable) that do not possess a CAGE code or DOE/NRC Facility Clearance number, shall

complete the required entries into the DOE Foreign Ownership, Control, or Influence (FOCI) Electronic Submission System (ESS) located at https://foci.anl.gov/. Use of the DOE FOCI ESS is mandatory for all Offerors, JV/LLC member(s), and Teaming Subcontractors (if applicable) that do not possess a Facility Clearance. Be sure to designate Key Management Personnel (KMP) (specific to FOCI only; this is not the same as Key Personnel as defined in Section H) in e-FOCI that hold the appropriate security clearance level as required by the scope of work and for the facility clearance. At a minimum, KMP must include the positions of the President and Facility Security Officer (FSO). If any member of the Offeror (including Teaming Subcontractors) is under FOCI, the Offeror shall submit a draft FOCI Mitigation Plan for review by the appropriate Cognizant Security Office (CSO). If the CSO has questions regarding any of the FOCI Verification, Facility Clearance Information, and/or the draft FOCI Mitigation Plan, it may reach out to the Offeror during the evaluation process for clarifications. Note: This will not constitute "negotiations" (or "discussions") as defined in paragraph (d) of FAR 15.306, Exchanges with Offerors After Receipt of Proposals or obligate the Government to conduct discussions; nor constitute a "proposal revision" as defined in FAR 15.001.

(k) Performance guarantee agreement.

If the Offeror is a joint venture, limited liability company, or other similar entity, the Offeror shall provide the Performance Guarantee Agreement in accordance with the clause DOE-H-2016, *Performance Guarantee Agreement*. See Section L, Attachment L-10 entitled, *Performance Guarantee Agreement*, for form and text of the required Performance Guarantee Agreement.

(l) Responsible Corporate Official and Corporate Board of Directors.

The Offeror shall provide the name of the responsible corporate official and other information related to the corporate board of directors in accordance with the clause DOE-H-2017 entitled, *Responsible Corporate Official and Corporate Board of Directors*.

L.5 DEAR 952.204-73 Facility Clearance (Aug 2016)

[*This clause will be included, with deviations, via amendment to the RFP.*]

L.6 DOE-L-2003 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – TECHNICAL AND MANAGEMENT PROPOSAL – GENERAL (OCT 2015)

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

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

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

(d) No cost or price information shall be included in the Technical and Management Proposal, unless specifically requested in the solicitation.

L.7 DOE-L-2006 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – ORGANIZATION AND STAFFING APPROACH (OCT 2015)

FACTOR 1: ORGANIZATION AND STAFFING APPROACH
(The Organization and Staffing Approach section shall not exceed fifteen (15) pages, exclusive of resumes and letters of commitment)

Offerors shall include the following information in the Volume II - Technical and Management Proposal related to the proposed organization and staffing approach:

(a) Organization. The Offeror shall provide an organizational chart graphically depicting the major functional areas of the Offeror's proposed organization that the Offeror considers essential for the management and performance of the work. The Offeror shall describe the rationale for the proposed organizational structure in relation to the work to be performed and how the organizational structure will contribute to the successful accomplishment of the work. The Offeror shall describe how the organizational structure correlates to the Scope of Work.

(b) Staffing. Describe the Offeror's approach for ensuring that an adequate workforce is available with the appropriate skills and qualifications necessary to effectively accomplish the work simultaneously on multiple task orders over the term of the contract. The Offeror shall describe its approach to recruit, train, and maintain the workforce required for the work. The Offeror shall describe its source(s) of personnel (e.g. current incumbent contractor employees, Offeror's existing employees, named subcontractors' existing employees, new hires, other sources, etc.).

(c) Key Personnel (*not to exceed three (3) pages per Key Person, exclusive of resume and letter of commitment*). The Offeror shall propose key personnel for those technical and management positions it considers essential to the successful performance of the contract and which 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. The Offeror shall propose the following required positions as key personnel:

- Program Manager
- Quality Assurance (QA) Manager.

(1) The Offeror shall describe the key personnel team (i.e., the collective of all key personnel positions that the offeror proposes to use in contract performance) make-up that demonstrates the elements below.

(2) The Offeror shall identify the organization that will employ each of the key personnel during performance of the contract, e.g., Offeror, Offeror affiliates, teaming partners, or Teaming Subcontractors; and the key personnel authority level.

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

(4) Failure of the Offeror to propose the required key personnel positions, or to confirm the availability of the key personnel as being full-time assigned to the contract and that their permanent duty station is located in the local surrounding area will adversely affect the Government's evaluation of the proposal and may make the proposal ineligible for award.

(5) Resume

(i) The Offeror shall provide written resumes for all proposed key personnel in the format shown in Attachment L-11. The resume shall describe the key person's education, relevant experience, accomplishments, and other information supporting the individual's qualifications and suitability for the proposed position. The resume shall address the following:

(A) Meeting the minimum qualifications for the position (*See* Attachment J-3);

(B) Relevant experience in performing work similar to the work to be performed in their proposed position, including leadership and other accomplishments;

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

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

(ii) By submission of each resume, the key person and Offeror authorize DOE to contact any references, previous employers, or clients to verify the accuracy of information provided in the resume and to further assess each individual's

suitability for the proposed position. DOE may contact any or all of the references, previous employers, or clients as a part of its evaluation of the key personnel.

(6) Letter of commitment. A letter of commitment shall be submitted for each individual proposed as a key person. Each key person shall sign the letter stating that the information contained in the resume, submitted as part of the proposal, is true and correct; and the individual will unconditionally accept employment in the key position identified in the proposal beginning on the date the first task order is awarded for a period of time commensurate with the functional position as defined in DOE-H-2070, Key Personnel – Alternate I. The Letter of Commitment shall state as follows:

"I hereby certify that the resume submitted as part of the proposal is true and correct, and _____(insert name of individual proposed) will accept the proposed position of _____ (insert name of proposed position) if _____(insert name of Offeror) receives the award and will perform in the proposed position for minimum of three years (consistent with DOE-H-2070) beginning on the date the first task order is awarded. I also hereby certify that I will be assigned full-time to the contract and my permanent duty station will be located within the local surrounding area of Carlsbad, New Mexico."

Failure to submit a signed letter of commitment will adversely affect the Government's evaluation of the proposal.

(7) Key Personnel Team. The Offeror shall provide information for the Key Personnel team that demonstrates the depth and breadth of the following elements:

(i) Demonstrated professional career growth or progression within the last (5) years;
(ii) Experience managing and motivating successful team performance;
(iii) Experience at partnering with client(s) that achieved measurable performance improvements;
(iv) Experience in developing innovative approaches and their implementation;
(v) Mixture of experience in commercial and public projects; and
(vi) Experience in successful regulatory interactions and reform with demonstrated positive benefit to the Government.

More recent experience in these elements within the last three (3) years may be given greater consideration. While it is not expected that each key person will possess each of these elements, the Key Personnel team collectively should demonstrate each of them.

L.8 DOE-L-2010 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – PAST PERFORMANCE (OCT 2015) (Revised)

FACTOR 2: PAST PERFORMANCE
(The Past Performance section shall be limited to the Attachment L-1, Past Performance Reference Information Form, (which is limited to four (4) pages per reference contract/project); Attachment L-3, List of Contracts Terminated for Default or Convenience; and Attachment L-8, List of DOE Contracts. L-3, and L-8 have no page limitations. The completed Attachments L-1, L-3, and L-8 shall be included in the offerors' Volume II, Factor 2: 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 Scope of Work. Similar scope, size, and complexity are defined as follows: scope – type of work (all work included in Section C Scope of Work, size – dollar value and contract duration; and complexity – performance challenges and risk.

(b) Major subcontractors. 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 subcontractors. A "major subcontractor" is a subcontractor, at any tier, with an estimated value more of $2 million or more over the life of the contract. 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 subcontractor or other entity. Note, the Offeror shall not submit past performance information for other subcontractors that do not meet the definition of major subcontractor.

(c) Work to be performed. The record of past performance provided for the Offeror and its major subcontractors 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 Scope of Work, the work to be performed by the Offeror and each major subcontractor, and the relevant past performance of each (as detailed in Attachment L-1, Past Performance Reference Information Form).

(d) Newly formed entity and predecessor companies. If the Offeror is a newly formed entity with no record of past performance for its team members as defined in FAR 9.601(1), the Offeror shall provide past performance information for its member organization(s). The Offeror, whether or not they are a newly formed entity, may provide past performance information for its parent organization(s), member organizations in a joint venture, LLC, or other similar or affiliated companies, provided the Offeror's proposal demonstrates that the resources of the parent, member, or affiliated company will be provided or relied upon in contract performance such that the parent, member, or affiliate will have meaningful involvement in contract performance. Meaningful involvement means the parent,

member, or affiliate will provide material supplies, equipment, personnel, or other tangible assets to contract performance; or how the common parent will utilize the expertise, best practices, lessons learned, or similar resources from the affiliate to affect the performance of the Offeror. If a common parent company is used to establish the nexus between the Offeror and an affiliated company, the Offeror must demonstrate how the affiliate and Offeror rely on, for example, similar assets, resources, policies, and procedures of the common parent company. The Offeror or Teaming Subcontractors may also provide past performance information on predecessor companies that existed prior to any mergers or acquisitions, where the Offeror's proposal demonstrates such performance reasonably can be predictive of the Offeror's performance.

(e) Contracts information: The Offeror shall provide past performance information on three (3) contracts, either completed or currently being performed by the Offeror, and one contract, either completed or currently being performed, for each proposed major subcontractor. If the Offeror is a newly formed entity, joint venture, LLC, or similar entity the Offeror shall provide past performance information for a TOTAL of three (3) contracts for its member organizations (e.g., if the Offeror is a Joint Venture comprised of two companies, the Offeror may submit a maximum of three references (L-1 Past Performance Reference Information Form) total; not three for each comprising entity). The Offeror shall only provide contract 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 Reference 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) Attachment L-1, Past Performance Reference Information Form, is limited to four (4) pages. Information pertaining to Factor 2– Past Performance shall only be provided within Attachment L-1. DOE does not want and will not evaluate a summary section highlighting past performance that is submitted in addition to Attachment L-1.

(f) Terminated contracts. The Offeror shall provide a listing of any contracts of the Offeror, or its proposed major subcontractors, that were terminated, including the reasons therefore, within the past five (5) years from the due date for proposals and complete Attachment L-3, List of Contracts Terminated for Default or Convenience. This listing of terminated contracts should be exhaustive and not limited to only those contracts contained in the Past Performance Information Reference Form.

(g) Past Performance Questionnaire. The Offeror shall provide the Past Performance Cover Letter and Questionnaire contained in Attachment L-2 to each of the contract

references. The Offeror shall request that clients return the Past Performance Questionnaire directly to DOE by electronic means to the address identified below by the due date for receipt of proposals. The same requirement applies to major subcontractors.

(1) DOE address and contact information.

E-mail: ian.rexroad@emcbc.doe.gov and cbfo-tac@emcbc.doe.gov

Use Subject: *RFP 89303320REM000073 - CBFO TAC – Past Performance Questionnaire*

Phone: 513-262-3285

(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.

(h) Sources of past performance information. The Government may contact any or all of the references provided in the Past Performance Reference Information Form. The Government may also obtain past performance information from sources other than those provided by the Offeror including databases such as the Government's Past Performance Information Retrieval System (PPIRS).

(i) List of DOE Contracts. The offeror and any major subcontractors shall provide a listing on Attachment L-8 of all DOE prime contracts currently being performed and/or for contracts that were completed within the last five (5) years from the original solicitation issuance date. This includes contracts for which the offeror or major subcontractor was a member organization in a joint venture, LLC, or other similar entity as a prime contractor to DOE.

L.9 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME III –PRICE PROPOSAL

The Offeror shall submit a completed Section J, Attachment J-7, *Pricing Schedules*, and Section L, Attachment L-4; and provide supporting detail under this Volume III, Price Proposal, in accordance with the instructions in this section.

(a) All price information shall be included in Volume III of the proposal. None of the pricing information contained in Volume III should be included in any other proposal volumes unless specifically requested in the solicitation.

(b) Information in Volume III shall, where applicable, be submitted in *both* PDF and Microsoft Excel-compatible formats.

(c) All pages in the Volume III Price Proposal, including forms, tables, and exhibits shall be numbered and identified in a volume table of contents. The price proposal shall be

sufficiently complete so that cross-referencing to other proposal volumes is not necessary. There is no page limitation on the price proposal.

(d) The Offeror's proposal shall include a price for each Section B Contract Line Item Number (CLIN) by applying their proposed rates to the estimated hours and direct costs supplied by DOE.

(e) The Offeror, and any proposed subcontractor(s), shall provide the basis and explanation regarding the development of each fully burdened labor rate (historical averages, provisional billing rate, etc.). In addition, the Offeror, and any proposed subcontractor(s), shall provide a build-up of each fully burdened rate (base rate, applied indirect rates, escalation rates, and profit) in the same format by completing the Labor Rate Details table(s) included in the Section L Attachment L-4 Price Proposal Worksheets. Any proposed subcontractors may submit their labor hour pricing directly to the Contracting Officer. If the Offeror is proposing subcontractors, the fully burdened labor rates related to the proposed subcontractor work effort shall include any add-ons from the prime contractor (i.e., G&A and profit).

The Offeror must provide a listing of anticipated subcontractors, a copy of the proposed subcontract, and describe any affiliation between the subcontractor and the Offeror.

(f) The Offeror shall provide its own fully burdened rates and fully-burdened labor rates of its subcontractors by completing Section J, Attachment 7 *Pricing Schedules*, which shall be submitted as part of the Volume III, Price Proposal. In addition, the Offeror shall complete and submit the Labor Rate Details table(s) included in Section L, Attachment L-4 aligning with Attachment J-7. The Offeror shall not adjust the format of the worksheets; however, additional columns may be incorporated to reflect utilization of the prime contractor and multiple subcontractors for any given labor category or categories included within the sections identified in the table above. If additional columns are incorporated, the total of the estimated DPLH for all columns pertaining to a given labor category shall equal the estimated DPLH for that labor originally identified in the Labor Rate Details.

(g) For proposal preparation purposes, the Offeror shall complete the crosswalk in Attachment L-6 *Labor Category Crosswalk*, to reconcile the DOE labor categories, described in paragraph (e) above, with the labor categories proposed by the Offeror and its subcontractors. Additionally, the Offeror shall provide written confirmation that the proposed labor categories will meet or exceed the minimum qualifications contained in Section J, Attachment J-3 *Position Qualifications and Job Descriptions*.

Alternatively, the Offeror should state that no reconciliation is necessary because it does not propose any deviations from the DOE-provided labor categories.

(h) The Offeror shall propose the DOE-provided dollar amounts for travel and other direct cost located in the Section L, Attachment L-4 worksheets. The DOE-provided amounts are base amounts and do not include associated indirect costs (escalation

shall not be proposed in the Offeror's proposal for out-year provided dollar amounts). The Offeror shall propose any indirect rates that will be applied to the DOE-provided materials, travel, and other direct costs. Offerors shall provide a detailed explanation as to what costs the indirect rate(s) are applicable. The proposed indirect rate(s) will be placed in Section J, Attachment 7 *Pricing Schedules.* The Offeror shall include proposed indirect rates in the Attachment J-7 *Pricing Schedules*, including the computation of the application of the proposed indirect rate(s) to the base costs.

(i) To assist Offerors in the preparation of fully-burdened labor rates, and for consideration under the Time and Material Task Orders, DOE is providing the current base labor rates being paid at the site for individuals which meet or exceed the minimum qualification specified, located in Section L, Attachment L-4 Price Proposal Worksheets).

DOE has provided the base direct labor rates for informational purposes only. The Offeror has the ability to utilize its own base labor rates, consistent with the terms and conditions of the solicitation and applicable law.

(j) In accordance with the Section H Contractor Human Resource Management (CHRM) Clauses within the RFP (specifically H.4 WORKFORCE TRANSITION AND EMPLOYEE HIRING PREFERENCES THROUGH PERIOD OF PERFORMANCE and H.5 DOE-H-2001 EMPLOYEE COMPENSATION: PAY AND BENEFITS (OCTOBER, 2017) (REVISED)), DOE has computed the current fringe benefit rate received by the current workforce at approximately 36 percent. The fringe rate is provided for informational purposes only. The Offeror has the ability to utilize its own fringe benefit rate, consistent with the terms and conditions of the solicitation and applicable law.

(k) For those employees designated as working on-site, the Government will provide all necessary office space, furniture, and office equipment to perform the work requirement. For employees designated as working Off-site, the Offeror will be required to provide all necessary office space, furniture and office equipment to perform the work requirements.

(l) Limitations on Subcontracting (FAR 52.219-14): As part of the price proposal, the Offeror shall also provide written certification that it will comply with the Limitations on Subcontracting clause (FAR 52.219-14) during the course of the contract.

(m) Responsibility Determination and Financial Capability: FAR 9-104-1(a), General Standards, requires that a prospective Offeror have adequate financial resources to perform the Contract or the ability to obtain them in order to be determined responsible. It is the Offeror's responsibility to demonstrate its financial capability to complete this Contract. Information provided by the Offeror shall include, but is not limited to, the following:

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

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

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

(n) The Offeror shall provide the following information related to its prospective accounting system:

(1) 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.

(2) 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.

(3) If applicable, the Offeror shall fully describe and explain any material changes made to the proposed accounting system since it was approved and/or audited.

(4) 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:

(i) Is the proposed accounting system in accordance with generally accepted accounting principles?

(ii) Does the accounting system include a timekeeping system that ensure proper accounting for and classification of employee labor by project/task?

(iii) Does the accounting system provide for identification and accumulation of material costs by project/task and by contract?

(iv) 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?

(v) Does the accounting system provide for segregation of direct costs from indirect costs?

L.10 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.11 DOE-L-2016 NUMBER OF AWARDS (OCT 2015)

It is anticipated that there will be one (1) contract award resulting from this solicitation. However, the Government reserves the right to make any number of awards, or no award, if it is in the Government's best interest to do so.

L.12 DOE-L-2017 EXPENSES RELATED TO OFFEROR SUBMISSIONS (OCT 2015)

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

L.13 INSTRUCTIONS REGARDING NON-PUBLIC GOVERNMENT INFORMATION/SOURCE SELECTION INFORMATION

The Offeror shall not utilize non-public government information (as defined by the United States Office of Government Ethics) or source selection information (as defined in FAR 2.101) in the preparation of the Offeror's proposal submission that results in an unfair competitive advantage in the procurement. An Offeror's utilization of any individual(s) who may possess non-public government information or source selection information (obtained through their employment or by other means) may result in a perceived or actual unfair competitive advantage. Utilization of non-public government information or source selection information to prepare its proposal in response to the subject solicitation may disqualify the Offeror's proposal from award. Utilization of information obtained by a Contractor over the normal course of business is not subject to the Organizational Conflict of Interest provisions of this solicitation.

L.14 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.15 DOE-L-2022 ALTERNATE BID/PROPOSAL INFORMATION – NONE (OCT 2015)

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

L.16 DOE-L-2025 INTENTION TO BID/PROPOSE (OCT 2015)

In order to facilitate the efficiency of the Government's solicitation and award process through advance information on the anticipated number of offers, potential Offerors are requested to submit the name, address and telephone number of its firm or organization and any subcontractors via email to cbfo-tac@emcbc.doe.gov not later than 14 calendar days prior to the proposal due date. If the bid/proposal is to be submitted by a teaming arrangement, the Offeror is requested to submit the above information for all members of the proposing team.

L.17 DOE-L-2026 SERVICE OF PROTEST (OCT 2015) / 52.233-2 SERVICE OF PROTEST (SEP 2006) (AS MODIFIED BY DEAR 952.233-2 SERVICE OF PROTEST)

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

Attn: United States Department of Energy Environmental Consolidated Business Center Ian R. Rexroad, Contracting Officer
550 Main Street, Room 7-010
Cincinnati, OH 45202

Email: ian.rexroad@emcbc.doe.gov

(b) The copy of any protest must 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 must be furnished to the following address within the time periods described in paragraph (b) of this clause:

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.18 DOE-L-2027 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 33.2014104(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.19 DOE-L-2028 AGENCY PROTEST REVIEW (OCT 2015)

Protests to the agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. 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.

L.20 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.21 SMALL BUSINESS SIZE STANDARD AND SET-ASIDE INFORMATION

This acquisition is set-aside for small businesses concerns. The size standard for this solicitation is 750 employees under North American Industry Classification System (NAICS) code 562910, *Environmental Remediation Services*.

ATTACHMENT L-1
Past Performance Reference Information Form
(Completed Form limited to 4 pages per reference contract/project)

Reference Contract/Project Title

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 Contact 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 CPARS *(i.e. Yes/No)*:	
6. Reference Contract/Project Title and Contract/Client Point of Contact:	Name: Project Title: Telephone: Email: 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 and T&M):	
12. Reference Contract/Project Total Value (separately list fee if cost-type):	
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 Carlsbad Technical Assistance 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 Carlsbad Technical Assistance Contract. List applicable SOW elements:	
17. Scope Company (identified in #2) performed on reference contract/project:	
18. Complexity Company (identified in #2) is proposed to perform on the Carlsbad Technical Assistance 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 (e.g., accident reports, notice of violations, settlement agreements, etc.):	
21. Identify previous contracts (for the company identified in #2) where penalties were paid as a result of replacement of key personnel and discuss the nature of the situation, including how much penalty was paid.	

Note: The Offeror may amend the format for Attachment L-1, Past Performance 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 for _____

Dear "Client":

We are currently responding to the Department of Energy (DOE) Request for Proposals No. 89303320REM000073, Carlsbad Technical Assistance Contract (CTAC).

The solicitation places significant emphasis on past performance as a source selection factor. In addition to requesting the attached Questionnaire be completed, the Government is requiring that clients of entities responding to the solicitation be identified and their participation in the evaluation process be requested. In the event you are contacted for information by the Government on work we have performed, you are hereby authorized to respond to those inquiries.

We are asking for your assistance in completing the attached questionnaire and forwarding to the DOE to aid in its evaluation of our past performance.

Please return the completed questionnaire within ten calendar days.

PLEASE EMAIL THE QUESTIONNAIRE TO THE ADDRESSES PROVIDED BELOW:

Email Address: ian.rexroad@emcbc.doe.gov *and* cbfo-tac@emcbc.doe.gov

(Do not mail a physical copy to DOE)

REFERENCED CONTRACT AND CLIENT INFORMATION

Name of Company Being Evaluated:

Contract Number and Title Being Evaluated:

Evaluator's Name:

Evaluator's Address:

Evaluator's Phone:

Evaluator's Organization:

Evaluator's role in the management of the contract:

A. RATING SCALE AND DEFINITIONS:

Rating	Definition	Note
Exceptional	Performance meets contractual requirements and exceeds many to the Client's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Client. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant problems identified.
Very Good	Performance meets contractual requirements and exceeds some to the Client's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	To justify a Very Good rating, identify a significant event and state how it was a benefit to the Client. There should have been no significant problems identified.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract/order. There should have been NO significant problems identified. Note: The contractor should not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	To justify Marginal performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the Client. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective	To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the Client. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).

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's deliverables? How well did the Contractor perform the contract services in a safe 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? 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?

☐	☐	☐	☐	☐	☐	☐
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:

4. Business Relations

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

☐	☐	☐	☐	☐	☐	☐
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:

5. Management of Personnel/Staffing

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

☐	☐	☐	☐	☐	☐	☐
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
List of Contracts Terminated For Default or Convenience

Client Name	**Contract #**	**Client Point of Contact (POC)**	**POC Contact Info (address, phone, e-mail)**	**Performance Period**

Note: Information shall only be provided for contracts terminated within the preceding five years from the due date for proposals. Additionally, explanatory information may be provided below the table for each contract terminated for default or convenience.

Attachment L-4, PRICE PROPOSAL WORKSHEETS

(See Procurement Website for Separate Document – https://www.emcbc.doe.gov/SEB/cbfo-tac/)

ATTACHMENT L-5

[RESERVED]

ATTACHMENT L-6

LABOR CATEGORY CROSSWALK

[*IF APPLICABLE*]

If the Offeror chooses to propose different labor categories than the ones provided by the Government, the Offeror shall submit Attachment L-6 as part of its proposal. This attachment shall be a table demonstrating the relationships between the Offeror's proposed labor category, the government-provided category/ies it replaces, the PWS section(s) it will perform, and briefly explain why alternative labor category/ies are proposed.

ATTACHMENT L-7, OFFEROR'S PROPOSED ACCOUNTING SYSTEM INFORMATION

1. Is the accounting system in accordance with generally accepted accounting principles? Please explain.
2. Does the proposed accounting system provide for:
   a. Proper segregation of direct costs from indirect costs? Please explain.
   b. Identification of and accumulation of direct costs by contract? Please explain.
   c. A logical and consistent method for allocation of indirect costs to intermediate and final cost objectives? (a contract is a final cost objective.)? Please explain.
   d. Accumulation of costs under general ledger control? Please explain.
   e. A timekeeping system that identifies employees' labor by intermediate or final cost objectives? Please explain.
   f. A labor distribution system that charges direct and indirect labor to the appropriate cost objectives? Please explain.
   g. Interim (at least monthly) determination of cost charged to a contract through routine posting of book of accounts? Please explain.
   h. Exclusion from costs charged to government contracts of amounts which are not allowable in terms of FAR Part 3, Contract Cost Principles and Procedures or other contract provisions? Please explain.
   i. Identification of costs by contract line item and by units (as if unit or line items were a separate contract) if required by the proposed contract? Please explain.
   j. Segregation of preproduction costs from production costs (if applicable)? Please explain.
3. Does the proposed Accounting System provide financial information:
   a. Required by clauses concerning limitation of costs (FAR 52.232-20) and/or limitation on payments (FAR 52.216-16)? Please explain.
   b. Required to support request for progress payments? Please explain.
4. Is the proposed accounting system designed, and are the records maintained in such a manner, that adequate, reliable data are developed for use in pricing follow-on acquisitions? Please explain.
5. Is the accounting system currently in full operation? If not, describe which portions are: (1) in operation; (2) set-up, but not yet in operation; (3) anticipated; or (4) nonexistent.

ATTACHMENT L-8

LIST OF DOE CONTRACTS

Instructions: The offeror and any major subcontractors shall provide a list of all DOE contracts for which they are either currently performing or have performed in the timeframe referenced within the RFP instructions. This includes contracts for which the offeror or major subcontractor was a member organization in a joint venture, LLC, or other similar entity as a prime contractor to DOE.

a. Contract Number:
b. Contract Title:
c. Contractor Name:
d. Period of Performance:
Provide brief contract description, including scope of work and dollar value: *Indicate whether prime contractor, JV member, or LLC member:*

ATTACHMENT L-9
Labor Rate Details Example

(See Procurement Website for Separate Document)

ATTACHMENT L-10
Performance Guarantee Agreement

[***Note****: The Performance Guarantee Agreement is only required from an Offeror that is formed by two or more companies as a separate business entity (e.g., Joint Venture, Limited Liability Company or similar). All other Offerors may omit Attachment L-10.*]

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

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

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

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

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

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

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

any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

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

(i) The reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or
(ii) The institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.
No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

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

Date _____

Name of Corporation_____

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

_____

Attestation Including Application of Seal by an Official of Guarantor
Authorized to Affix Corporate Seal

PART IV — REPRESENTATIONS AND INSTRUCTIONS

SECTION M

EVALUATION FACTORS FOR AWARD

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M.1 DOE-M-2001 PROPOSAL EVALUATION – GENERAL (OCT 2015) - ALTERNATE II (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 Source Evaluation Board 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 and subfactors specified in the solicitation by assessing the relative significant strengths, strengths, significant weaknesses, weaknesses, deficiencies, and price 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 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 solicitation. Cursory responses or responses which merely repeat or reformulate the Scope of Work 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.

(e) Organizational conflicts of interest. The Offeror is required by the provision at Section K.4, Organizational Conflicts of Interest Disclosure, to provide a statement of any past, present, or currently planned interests related to the performance of the work and a statement that an actual or potential conflict of interest or unfair competitive advantage does or does not exist in connection with the instant contract. No award will be made to the apparent successful offeror, if the Contracting Officer determines that a conflict of interest exists that cannot be avoided, neutralized, or mitigated.

M.2 DOE-M-2003 EVALUATION FACTOR –ORGANIZATION AND STAFFING (OCT 2015)

(a) Organization. DOE will evaluate the Offeror's organizational chart and its depiction of the major functional areas of the proposed organization that the Offeror considers essential for the management and performance of the work. DOE will evaluate the rationale for the proposed organizational structure in relation to the work to be performed and how the organizational structure will contribute to the successful accomplishment of the work. DOE will evaluate how the organizational structure correlates to the Scope of Work.

(b) Staffing. DOE will evaluate the Offeror's approach for ensuring an adequate workforce is available with the appropriate skills and qualifications necessary to effectively accomplish the work simultaneously across multiple task orders over the term of the contract. The evaluation will consider the Offeror's approach to recruit, train, and maintain its workforce, and the source of personnel, e.g., current incumbent contractor employees, Offeror's existing employees, named subcontractors' existing employees, new hires, other sources, etc.

(c) Key Personnel. DOE will evaluate the proposed Program Manager, Quality Assurance Manager, and other proposed key personnel along with the Offeror's rationale for selecting the proposed non-required key personnel positions and why the positions are essential to the successful performance of the entire IDIQ PWS and the optimal team for execution of the Master IDIQ PWS. DOE will evaluate the key personnel team make-up that demonstrates the elements in paragraph (c) below. DOE

will evaluate the proposed key personnel authority level. DOE's evaluation of the Program Manager will be the most important aspect of the evaluation of key personnel.

(1) Failure of the Offeror to propose the required key personnel positions, or to confirm the availability of all key personnel as being assigned to the contract full-time and that their permanent duty station is located in the local surrounding area will adversely affect the Government's evaluation of the proposal and may make the proposal ineligible for award. Additionally, failure of the Offeror to provide a letter of commitment for each key personnel will adversely affect the Government's evaluation of the proposal.

Note: DOE will evaluate all proposed key personnel. However, a higher number of proposed key persons will not be inherently evaluated more favorably than a lesser number of proposed key persons, as the proposed key personnel and the key personnel team will be evaluated based on the evaluation criteria in this factor.

(2) Resume. The individuals proposed as key personnel will be evaluated on the degree to which they are qualified and suitable for the proposed position in relation to the work for which they are proposed to perform and areas of responsibility. The qualifications and suitability of the individual key personnel will be evaluated on the following:

(i) Experience. The key personnel individually will be evaluated on their relevant experience in performing work similar to the work to be performed in their proposed position, including leadership and other accomplishments.

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

(iii) DOE may contact any or all of the references, previous employers, or clients to verify the accuracy of the information contained in the resume and to further assess the qualifications and suitability of proposed key personnel.

(3) Key Personnel Team. The evaluation will include an assessment of the depth and breadth of the following elements for the key personnel team:

(i) Demonstrated professional career growth or progression within the last (5) years;

(ii) Experience managing and motivating successful team performance;

(iii) Experience at partnering with client(s) that achieved measurable performance improvements;

(iv) Experience in developing innovative approaches and their implementation;

(v) Mixture of experience in commercial and public projects; and

(vi) Experience in successful regulatory interactions and reform with demonstrated positive benefit to the Government.

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

(a) Offeror. The offeror will be evaluated on the currency, relevancy, and quality of its past performance, in performing work similar in scope, size, and complexity to that described in the Scope of Work to assess the offeror's potential success in performing the work required by the contract. Similar scope, size, and complexity are defined as follows: scope – type of work (e.g., work as identified in the SOW); size – dollar value and contract duration; and complexity – performance challenges and risk.

The higher the degree of relevance of the work, the greater the consideration that may be given.

DOE will evaluate recent past performance information for contracts that are currently being performed or have been completed within the last five (5) years from the original solicitation issuance date. More recent past performance information may be given greater consideration.

The Government will not apportion the favorability of past performance differently amongst the members of a Contractor's Teaming Arrangement, as defined in FAR 9.601(1), on a past performance contract, as each entity is considered to be responsible for overall performance of the ongoing or prior contract. All partner companies on past performance contracts will be equally credited (positively and negatively) for past performance with regard to favorability. However, relevancy determinations on a past performance contract may differ depending upon what scope each entity is proposed to perform.

(b) Subcontractors. In addition to evaluation of the offeror's relevant past performance, the offeror's proposed major subcontractors (A "major subcontractor" is a subcontractor, at any tier, with an estimated value of $2 million or more over the life of the contract, will be evaluated 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 and predecessor companies. If the Offeror is a newly formed entity with no record of relevant past performance, the evaluation of past performance may be based on the past performance member organizations in a joint venture, LLC, or other similar entity consistent with the evaluation described in paragraph (a)above. Past performance of predecessor companies that existed prior to any mergers and acquisitions may also be considered.

(d) No record of past performance. If the Offeror, major subcontractors, 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) Degree of relevance. The Offeror will be evaluated on the record of past performance provided for the Offeror, to include named subcontractors, related to work performed that is similar to the work that is proposed to be performed by that individual entity.

The higher the degree of relevance of the work described to that proposed to be performed by the entity, the greater the consideration that may be given. Additionally, more recent relevant past performance information may also be given greater consideration.

(f) Terminated contracts. The Offeror will be evaluated on any contracts of the Offeror, major subcontractors, or other performing entities that were terminated, including the reasons therefore, over the preceding five years from the due date for proposals.

(g) Sources of past performance information. The Government 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, including databases such as the Government's Contractor Performance Assessment Reporting System (CPARS). The Government may contact any or all of the references provided by the Offeror and will consider such information obtained in its evaluation.

Note: DOE contracts are not necessarily evaluated with more relevance than non-DOE contracts, based on the sole fact that it was work for DOE. The evaluation of relevancy is based on the factors listed above. In addition, the Government may consider any other information determined to be reasonably predictive of the quality of the Offeror's performance under this proposed contract, such as information bearing on the Offeror's integrity and business ethics. This other information is not limited to contracts found relevant to this procurement in terms of scope, size, and complexity.

M.4 EVALUATION FACTOR – PRICE

The Offeror's price proposal will not be point scored or adjectivally rated, but will be evaluated for price reasonableness and mathematical accuracy. The Government may use any or all price analysis techniques and procedures described in FAR 15.404-1(b) to determine price reasonableness.

The total evaluated price shall be based on the arithmetic sum of the total costs proposed, the DOE-provided amounts for Materials, Travel, and Other Direct Costs, and the specific application of the proposed indirect cost rate(s), if any, to the DOE-provided amounts for Materials, Travel, and Other Direct Costs in each Offeror's L-xx Price Proposal Worksheet. For each proposed labor category, the proposed fully burdened labor rate will be multiplied by the estimated quantity of DPLH to determine the total proposed price. 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.

M.5 DOE-M-2011 RELATIVE IMPORTANCE OF EVALUATION FACTORS (OCT 2015)

(a) The evaluation factors for the Technical and Management Proposal are as follows.

Factor 1: Organization and Staffing (*including Key Personnel*)
Factor 2: Past Performance

Factor 1, Organization and Staffing is considered **greater** in importance to Factor 2, Past Performance. The descriptive elements of each evaluation factor will be considered collectively in arriving at the evaluated rating of the offeror's proposal for that evaluation factor. Areas within an evaluation factor are not sub-factors and will not be individually rated, but will be considered in the overall evaluation for that particular evaluation factor.

(b) The evaluation factors for the Technical and Management Proposal, when combined, are more important than the evaluated price.

M.6 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 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 and the relevant Past Performance information 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.

(*End of Solicitation*)