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7. ISSUED BY	1042011	CODE 89303	3	8	3. ADDRESS		TO (If other	than Item 7)					
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550 Mair	olidated Busine n Street, Room ati OH 45202												
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED 89303323DEM000087/MD1598040456N

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OF

NAME OF OFFEROR OR CONTRACTOR See Schedule

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SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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

This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract under which Time and Materials (T&M) and Firm Fixed Price (FFP) task orders will be issued using the fully-burdened labor rates contained in Section J, Attachment J-8, Schedule of Fully Burdened Labor Rates and meeting the minimum qualifications specified in Section J, Attachment J-4, Position Descriptions and Minimum Qualifications.

This contract will provide various technical assistance services in support of the Environmental Management Consolidated Technical Support Services requirements as described in the Section C- Performance Work Statements (PWS).

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set for in this contract and applicable task orders as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of the following items of work which are described in the Section C, Performance Work Statement and its resulting task orders for support to the EM HQ and other EMCBC sites.

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

B.2 CONTRACT LINE-ITEM STRUCTURE

CLIN	ITEM DESCRIPTION	MAXIMUM VALUE	CONTRACT
NUMBER		OF SERVICES	ORDERING PERIOD
00001	EM HQ CTSS- Bridge IDIQ	\$25,000,000.00	Two (2) years from the effective date of the contract.

B.3 CONTRACT MINIMUM AND ESTIMATED 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 \$25,000,000.00.
- (c) Funding will be obligated to each individual task order. All task orders issued under this contract count towards the estimated maximum value of \$25,000,000.00 and the total cumulative value of the task orders issued shall not exceed the contract estimated maximum value.

B.4 FIRM-FIXED-PRICE TASK ORDERS

For Firm-Fixed-Price task orders, payment for the services ordered and delivered shall be made in accordance with Section I clause 52.232-1, *Payments*.

B.5 TIME AND MATERIALS TASK ORDERS

(a) A total ceiling price will be established for each task order that includes the ceiling for labor plus the combined ceiling for materials, travel, other direct costs, and the indirect costs that are applied to these non-labor direct costs.

(b) Labor

- (i) The Contractor shall provide direct-productive-labor-hours (DPLH) at the fully burdened labor rates shown in Attachment J-8, Schedule of Fully Burdened Labor Rates, which are fixed for the term of the contract and any task order awarded thereunder. Fully burdened labor rate is defined as the sum of the base wage, fringe benefits, overhead, general and administrative expenses, and profit, on an hourly basis for a given labor category.
- (ii) DPLH is defined as actual hours worked, inclusive of both the prime and any subcontractor hours, but exclusive of federal holidays (11 total) and other closures, vacation, sick leave, administrative leave, and other absences.
- (iii) Estimated DPLH will be established for each labor category; however, they are only estimates. Actual hours may vary from the estimated hours during the course of the task order. Note that the Contractor shall not be bound to deliver labor hours by labor category in strict accordance with the task order, but will instead be authorized to interchange labor hours within approved labor categories, so long as overall labor costs

are within the labor ceiling dollar value. 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 each situation that occurs in a task order for each labor category.

- (c) Materials, Travel, and Other Direct Costs
 - (i) The Contractor shall be reimbursed on an actual cost basis for materials, travel, and other direct costs in accordance with the applicable cost principles contained in the contract clause at FAR 52.216-7, *Allowable Cost and Payment*.
 - (ii) Travel
 - (A) The Contractor shall be entitled to reimbursement of the expenses incurred by its employees for lodging, meals, and incidental expenses (M&IE), and transportation (airfare, rental cars and/or other ground transportation) for travel related to the work scope (e.g. training classes, technical meetings, and stakeholder interactions). Reimbursement shall be in accordance with FAR 31.205-46, *Travel Costs*.
 - (B) The Contractor shall obtain written approval from the Contracting Officer prior to incurring expenses pertaining to a domestic extended personnel assignment. 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. 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 60 days, unless prior written Contracting Officer approval is received. Additionally, the above requirements are applicable to subcontracts and consultant agreements in which travel will be reimbursed at cost. For the first 60 days of a domestic extended personnel assignment, DOE will reimburse the Contractor for lodging, meals, and M&IE at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location.
- (d) The Contractor shall notify the Contracting Officer in writing should it note any conditions that arise that may warrant a change in the ceiling value of a task order or the utilization of a new/additional labor category. The Contracting Officer shall notify the Contractor in writing within ten calendar days of such a notice from the Contractor whether or not a change to the task order may be warranted and a proposal necessary.

(e) Payment for any DPLH provided by the Contractor's and/or subcontractor employees, non-labor direct costs, and indirect costs applied to the non-labor direct cost will be made in accordance with Section I clause 52.232-7 *Payments Under Time-and-Materials and Labor-Hour Contracts*.

B.6 DOE-B-2013 OBLIGATION OF FUNDS (OCT 2014) (TIME AND MATERIALS TASK ORDERS)

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 the estimated price specified in the Task Order. 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. T&M Task Orders may be incrementally funded.

B.7 LIMITATION OF GOVERNMENT'S OBLIGATION (FOR FIRM-FIXED-PRICE TASK ORDERS)

This contract's fixed-price task orders have traditional Federal Acquisition Regulation fixed prices and contract terms and conditions, with the exceptions that: fixed-price task orders may be 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:

- (a) 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.

(b) 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

(c) For each task order:

- 1) The fixed price (of 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, the cumulative amount of funds allotted will equal the task order's fixed price and the Contractor must provide the work the contract requires for the task order.
- (d) The fixed price for each task order is listed in Section B of this contract.
- (e) 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.
- (f) The Actual Funding Schedule for each task order is in paragraph (n) of this clause. It specifies the actual amount of funds allotted and presently available for payment by the Government separately for task orders issued, 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.
- (g) 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 orders 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 fills 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 the contractor 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.

- (h) 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.
- (i) 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.
- (j) 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.

- (k) No notice, communication, or representation in any form, including, among other things, change orders, equitable adjustments, or unilateral or bilateral contract modifications, other than that specified in this clause, or from any person other than the 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.
- (l) Change orders, equitable adjustments, unilateral or bilateral contract modifications, or similar actions shall not be considered increases in the Government's maximum liability or authorizations to the Contractor to exceed the amount allotted by the Government for a task order unless they contain a statement increasing the amount allotted.
- (m) Nothing in this clause shall affect the right of the Government to terminate this contract for convenience or default.
- (n) Planned Funding Schedule:

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

[TBD in each Fixed-Price Task Order]:

Date	Funds To Be	Work To Be	Cumulative	Cumulative
	Allotted	Accomplished	Funds To Be	Work To Be
			Allotted	Accomplished

(o) Actual Funding Schedule:

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

[TBD in each Fixed-Price Task Order]:

Date	Funds To Be	Work To Be	Cumulative	Cumulative
	Allotted	Accomplished	Funds To Be	Work To Be
		-	Allotted	Accomplished

B.8 NON-LABOR COST – INDIRECT CEILING RATE (Applies to Time and Materials Task Orders only)

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

	*Year 1	*Year 2
Ceiling Rate	TBD	TBD
Description of Allocation Base (e.g.	TBD	TBD
Material, Subcontract, ets.)		

^{*} These rates are yet to be determined and are subject to Section H Clause, H.32 IDIQ SCHEDULE OF RATES REOPENER CLAUSE.

SECTION C – PERFORMANCE WORK STATEMENT

EM HQ CONSOLIDATED TECHNICAL SUPPORT SERVICES- BRIDGE IDIQ

C.1 BACKGROUND AND GENERAL REQUIREMENTS

The Department of Energy's (DOE) Office of Environmental Management (EM) (DOE EM) mission is to complete the safe cleanup of the environmental legacy resulting from five decades of nuclear weapons development and government-sponsored nuclear energy research. The EM Program is one of the largest and most diverse and technically complex environmental cleanup programs in the world and includes responsibility for the cleanup of hundreds of sites across the country. A listing of the major sites can be found at https://energy.gov/em/cleanup-sites. Integral to that responsibility is the need to safely disposition large volumes of nuclear waste; safeguard and prepare for disposition of nuclear materials that could be used in nuclear weapons; deactivate and decommission several thousand radiologically and chemically contaminated facilitates no longer needed to support the DOE's mission; and remediate extensive surface and groundwater contamination. DOE EM is charged with completion of the mission within the parameters of directives, regulations, and requirements, while maximizing performance and maintaining budget.

DOE EM reorganized pursuant to Public Law 95-91, Organization Act, in 2016 to create a more efficient and site-focused organization. The reorganization structures EM headquarters (EM HQ), offices of EM-1 through EM-5, to align with how the EM program executes the mission; promotes increased coordination and interaction between the field and EM HO; and improves cross-organizational workflow and communication. Under EM-1, Assistant Secretary and EM-2, Principal Deputy Assistant Secretary, the following organizations are established to meet the EM mission. EM-3, Field Operations, oversees the various EM field offices, as well as EM's technology development efforts; analysis and engineering for major capital projects; and safety, security, and quality assurance programs. EM-4, Regulatory and Policy Affairs, supports complex-wide infrastructure management and disposition issues; waste and materials management; and regulatory and stakeholder engagement. EM-5, Corporate Services, oversees acquisition and project management; budget and planning activities; workforce management, information technology and communications. As EM HQ requirements are to meet the mission established by DOE, irrespective of structure, any changes to the organization structure shall continue to be served by this Performance Work Statement (PWS). EM HQ has a requirement for support service contractors to provide a wide range of technical services to support the EM cleanup mission and program objective. It is essential that EM have the support of a contractor that can provide objective assistance at the highest levels of program planning, definition, execution and evaluation.

The Department will procure the services described in the following by issuing task orders under this contract. The task orders that will be issued will be performance-based. Performance-based contracting defines contractor performance expectations in terms of outcomes or results rather than methods, processes, systems, or broad categories of work activity.

C.2 CONTRACTOR PERFORMANCE

- a. The Contractor shall furnish offsite 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. While work will generally be performed offsite utilizing offsite fixed labor rates, certain work may be issued by task order utilizing onsite fixed labor rates for performance at a facility in Section F whereas the Government will furnish office space, furniture, equipment and material. In performing the work, the Contractor shall comply with all applicable DOE Orders and local, state, and Federal regulations.
- b. The Contractor shall be responsible for planning, integrating, managing and executing the programs, projects, operations, and other activities as described in this Performance Work Statement (PWS).
- c. Contractor personnel shall be expected to be fully certified or trained and capable to perform the activities described in this PWS with minimum oversight and guidance by DOE, while in compliance with all applicable procedures. However, continual training or certification is not included in the scope and is the responsibility of the contractor. The Contractor shall ensure that duties are performed in a competent, professional manner that meet established milestones and adhere to established schedules. Work products are expected to be thorough, timely, accurate, appropriately documented, and comply with established criteria. Some work products will include highly sensitive information and recommendations. The Contractor shall maintain the confidentially of information and maintain signed agreements from all personnel, current or prior. The requirement for non-disclosure agreements, if applicable, will be specified for certain work activities at the task order level and delivered if requested. The Contractor shall ensure overall DOE standards of ethics and professional behavior are upheld.
- d. In providing the support specified herein, the contractor may be required to cooperate and interface with other EM contractors who are also providing technical support services.
- e. The Contractor shall deliver a monthly status report for each active task order, broken out by subtask to include the following information. The status report shall first summarize the monthly accomplishments, including monthly dollars spent and hours worked. Second, the report shall detail the monthly expenditures and total accruals, to include a copy and listing

of the current subcontractor invoices. Finally, the report shall provide the status of funds available for continued performance pursuant to Section B, B.5, DOE-B-2013, Obligation of Funds and B.6, Limitation of Government's Obligation and align to Section G, G.5, DOE-G-2005, Billing Instructions and G.6, DOE-G-2005, Billing Instructions – Alternate I.

C.3 WORK SCOPE

- a. Under the guidance of the Contracting Officer (CO) and/or the technical direction of the Contracting Officer's Representative (COR), and in accordance with Section C.2 above, the Contractor shall provide technical support services to include expert advice, assistance, analysis, and cost-effective solutions to respond promptly to critical management issues with results based on current market and technical research, hands-on experience, and best practices. The Contractor shall ensure personnel maintain currency with and provide support for all policies, procedures, orders, directives, standards, and regulations updated to the most recent revisions. For example, DOE Directives are maintained and updated at https://www.directives.doe.gov/directives-browse#c10=&b_start=0, DOE Standards are at https://www.standards.doe.gov, and Federal Acquisition Regulations are at https://www.gsa.gov/policy-regulations/regulations/federal-acquisition-regulation-far.
- b. EM will require technical, business, and systems support for Safety, Security, Emergency Preparedness, and Quality Assurance; Environmental, Health, Safety and Quality; Security; Technology Development; Major Construction, Decommissioning or Demolition, and modifications; Infrastructure Management and Disposition; Waste and Materials Management; Regulatory, Intergovernmental, and Stakeholder Engagement; Resources Management; Acquisition and Contract Management including but not limited to Estimating and Technical Writing; Financial Analysis; Earned Value Management, Project and Program Management; and Communications. Reference Section B for the incorporated of Labor Categories/Rates applicable for ordering and Section J for the incorporation of Position Descriptions and Minimum Qualifications, Security Clearance Requirements, Contract Security Classification Specifications, and Notice of Non-Disclosure. Other labor categories may be added by contract modification as they relate to the scope of EM requirements (Reference Section F.2, DOE-F-2002, Place of Performance-Services).

C.3.1 TRANSITION

The Contractor shall deliver a Transition Plan for DOE approval within five (5) business days after issuance of the initial Task Order under this contract. The Transition Plan shall include a schedule and description of the activities necessary to transition the work on all outstanding task orders documented in Section J, Attachment J-5, Listing of Task Orders for Transition, from the incumbent Contractor in a manner that: (1) ensures that all work which the Contractor shall be responsible for under the contract is continued without disruption; (2) provides for an orderly transfer of resources, responsibilities, and accountability from the

incumbent Contractor; and (3) provides for the ability of the work to be performed in an efficient, effective, and safe manner.

C.3.2 TECHNICAL SUPPORT

- a. The technical support provided under this contract will be described in further detail under each task order when issued. The contractor will accomplish the work described in the PWS of each task order, including deliverables, in a timely manner with products that meet the needs of EM. EM requires a comprehensive array of technical expertise, support and Subject Matter Experts (SMEs) in broad areas that include, but are not limited to:
 - Field Operations
 - Engineering and Technical Reviews and Assessments
 - Quality Assurance and Software Quality Assurance
 - Safety Basis Safety Integration and Safety Management
 - Safety Oversight
 - Safety Performance Analysis
 - Technical Support for Criticality Safety
 - Safety Management, Work Planning and Control Systems
 - Safety Culture and Safety Conscious Work Environment
 - Safeguards, Security and Emergency Preparedness
 - Innovation and Technology Programs
 - Interagency and International Collaborations
 - EM International Program
 - Regulatory and Policy Affairs
 - Deactivation and Decommissioning
 - Subsurface and Tank Closure Management
 - National Transuranic Program
 - Waste Disposal
 - Nuclear Materials Disposition
 - Packaging and Transportation Programs and Initiatives
 - Regulatory Compliance
 - Intergovernmental and Stakeholder Programs
 - Corporate Services
 - Budget and Planning
 - Program Planning
 - Workforce Management
 - Acquisition and Contract Management
 - Project and Program Management
 - Communications

- b. The Contractor is responsible for the tracking of hours used, submission of accurate invoices, and providing supporting documentation for acquisition of materials and supplies. The Contractor is responsible for the completion and tracking of clearance and badging documentation, including contract renewals. The Contractor shall deliver any documentation as requested by DOE to support the conduct of its activities or the expenditure of government funds in the performance of work under this contract and any subsequent task orders or subcontracts.
- c. In providing the support specified above, the contractor may be required to cooperate and interface with other EM contractors providing similar technical support services. The extent of this cooperation and the parties involved, if any, will be described in detail in the individual task orders issued under this contract.

FIELD OPERATIONS (Engineering, QA, Safety, Security, Technology)

C.3.2.1.1 Engineering and Technical Reviews and Assessments

a. The objective of this subtask is to assess engineering and the adequacy of technical work and performance in the execution of projects and activities managed by EM and its field elements, to support federal staff with oversight activities and to determine acceptable criteria for engineering products. EM has experienced a number of safety relates issues due to engineering and technical problems in the performance of design.

The contractor shall have a thorough understanding of project technical issues and experiences with resolution of these issues. This includes an understanding of the DOE Order 413.3B, *Program and Project Management for the Acquisition of Capital Assets*; DOE-STD-1189, *Integration of Safety into the Design Process*; and various design engineering processes. The contractor shall have an understanding of the Critical Decision (CD) process and the critical technical elements for each phase. 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, for the review and approval of 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.

b. The Contractor shall provide support to EM 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 (AoAs) 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 AoAs 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 before 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).
- c. The Contractor shall provide technical expertise, analysis, implementation and other 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.3.2.1.2 Quality Assurance and Software Quality Assurance

The objective is to assess quality assurance implementation and performance in the execution of EM work. EM has experienced a number of project-related cost and schedule overruns attributable to the failure of Quality Assurance (QA) management systems. QA requires constant diligence and oversight on major nuclear projects. Further, proper quality assurance is of critical importance to nuclear safety.

The Contractor shall support implementation of EM's corporate safety oversight approach with participation from individual projects in the field. This approach emphasizes assessing the immediate project execution with EM HQ led teams and an EM QA oversight infrastructure. Team elements include resources from EM HQ, Field Operations, and the Office of the Chief of Nuclear Safety. The contractor shall have an understanding of DOE Order 414.1D and EM-QA-001.

The Contractor shall provide timely and effective analysis and recommendations on issues that include, but are not limited to:

- Integrating quality with design, construction, operations and project management;
- Addressing the threat posed by suspect/counterfeit items;
- Software quality assurance;
- American Society of Mechanical Engineers (ASME) NQA-1; and
- QA implementation workshops and meetings.

The Contractor shall provide technical expertise, consultation, implementation and oversight support in areas pertaining to EM HQ QA programs that include, but are not limited to:

- Review of site and contractor Quality Assurance Programs (QAP);
- Assist in the review of annual site Integrated Safety Management (ISM) Declarations;
- Assist in the preparation of annual site ISM Declaration request;
- Update the status of Software Quality Assurance (SQA) implementation, establish a management system to continually assess the program and track progress, and provide support to continuously manage and assess the SQA program;
- Update the EM Corporate QAP and support the development and implementation of EM HQ SOPPs;
- Assist in organizing, coordinating and presenting specialized training for Managers/certain technical personnel (EM HQ QAP requirement);

- Support EM HQ lessons learned program;
- Assist in the development of a Quality Improvement Program Plan for key EM projects;
- Assist in the development of the annual Quality Improvement report;
- Contractor Assurance System (CAS) reviews for compliance and proper implementation; and
- Provide other QA expert assistance as requested.

C.3.2.1.3 <u>Safety Basis – Safety Integration and Safety Management</u>

- a. The Contractor shall provide technical expertise, analysis, implementation and other support in areas that include, but are not limited to the following:
 - Nuclear safety requirements expertise;
 - Providing guidance for implementing nuclear safety requirements;
 - Concurrence on safety requirements in EM prime contracts and modifications regarding nuclear safety operations as required by DOE Order 410.1;
 - Maintaining awareness of changes to nuclear safety requirements;
 - Maintaining adequate numbers of technical competent personnel;
 - DOE-wide nuclear safety related research and development activities;
 - Facility design, construction, procurement, testing, startup, operations and decommissioning;
 - Conduct of Peer Reviews, Construction Project Reviews, etc.;
 - Safety design strategy document reviews;
 - Safety basis document (Documented safety analysis and preliminary documented safety analysis);
 - Technical safety requirement document reviews;
 - Unreviewed Safety Ouestion procedure review, approval and implementation;
 - ISM systems, safety culture and worker safety and health program requirements;
 - Operational and safety experience investigation, performance analysis and report preparation;
 - Resolution of complex nuclear safety issues affecting projects stemming from assessments, Differing Professional Opinions Program and Employee Concerns Program;
 - Resolution of DOE-wide nuclear safety technical issues, including: deposition velocity, System for Analysis of Soil-Structure Interaction (SASSI) computer code, National Phenomena Hazards (NPH), criticality, piping/vessel corrosion; and
 - The contractor shall be familiar with the following:
 - DOE Standard 1189, Integration of Safety into the Design Process:
 - DOE Order 420.1, Facility Safety;
 - DOE safe harbor methodologies for safety basis development, including Technical Safety Requirements, and associated DOE Orders and Guides; and

- DOE Standard 1104, Review and Approval of Nuclear Facility Safety Basis and Safety Design Basis Document.
- b. The Contractor shall provide the following technical and oversight support services with increased emphasis on integration of safety into design and construction projects consistent with requirements established in DOE Order 413.3B, *Program and Project Management for the Acquisition of Capital Assets*. These services will support safety policy development, safety research and performance analysis, event investigation and technical analysis to EM projects. Activities may include, but are not limited to the following:
 - Providing support to both the Central Technical Authority and Acquisition Executive regarding the effectiveness of efforts to integrate safety into design at each of the Critical Decisions, and as requested during other project reviews;
 - Validation that integration of design and safety basis activities include the use of a system engineering approach tailored to the specific needs and requirements of the project;
 - Determination that nuclear facilities have incorporated the concept of defense-in-depth into the facility design process;
 - Support reviews that validate Federal personnel assigned to the Integrated Project Team (IPT) as nuclear safety experts are appropriately qualified; and
 - Support for efforts to ensure that QA and SQA are being adequately addressed.

C.3.2.1.4 Safety Oversight

The contractor shall facilitate coordination efforts within program offices in implementing safety oversight activities and responding to and implementing Defense Nuclear Facilities Safety Board (DNFSB) recommendations and similar commitments.

The contractor shall provide technical expertise in support of safety oversight initiatives, implementation of ISM, and support of site lead and site operations safety and oversight issues and activities that include, but are not limited to the following:

- Providing technical engineering and safety expertise on oversight activities;
- Identifying, tracking, and analyzing key information and preparing communication materials:
- Providing liaison support between EM the DNFSB, and other interface organizations;
- Developing and maintaining data and reports to analyze and rank nuclear facilities with respect to nuclear hazards, material inventories, material forms, safety systems, work activity levels, facility condition, etc.;
- Reviewing documents associated with and reporting on pertinent actions associated with DOE-wide and EM-related DNFSB recommendations, safety management systems, and DOE rulemaking and directives affecting the program; and

- Technical reviews for EM facilities to address elements of critical safety, such as:
 - Nuclear safety oversight;
 - Worker health and safety;
 - Safety management integration;
 - Operating experience and lessons learned;
 - Accident investigation; and
 - Any additional safety management program support as required.

C.3.2.1.5 Safety Performance Analysis

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

- Technical consultation;
- Safety metrics/data analysis;
- Communication/coordination with Field Sites; and
- Maintaining the safety performance information reporting analytical infrastructure for various data sources such as the operating experience and injury/illness event data used to provide prompt and accurate analysis of safety performance data at the contractor, corporate, field elements, and EM-wide levels.

C.3.2.1.6 <u>Technical Support for Criticality Safety</u>

The Contractor shall provide technical support to the EM facilities in the area of criticality safety. Some of the supported projects include surveying and supporting EM site technical needs, such as physics data, and providing reports on specific issues such as Nondestructive Fissile Material measurement uncertainties. The contractor shall provide educational assistance and support for conducting EM and DOE workshops in Criticality Safety.

C.3.2.1.7 Safety Management, Work Planning and Control Systems

The Contractor shall provide technical expertise in work planning and control to supplement the existing skill sets of the EM federal staff performing assessments of work planning and control, conduct of operations, and training and qualification programs. Work planning and control is recognized as a primary component of an effective ISM System, and as such, it must be a major focus area of the planned EM assessments. Contractor expertise is required to ensure that the appropriate and expected rigor is achieved in the work planning and control systems implemented by DOE contractors and overseen by DOE field elements. Activities include, but are not limited to the following:

- Perform reviews of work planning and control programmatic documents, implementing procedures, and work orders to determine their adequacy;
- Generate assessment plans, including Criteria and Review Approach Documents, with sufficient detail and scope definition to enable successful performance of assessments;
- Perform assessment field work, including direct observation of work, personnel interviews, and document reviews;
- Prepare assessment reports, or provide input to assessment reports, documenting the assessment and its results;
- Review Corrective Action Plans (CAPs) submitted in response to assessment findings for adequacy and recommend approval or disapproval; and
- Verify the implementation of approved CAPs.

C.3.2.1.8 Safety Culture and Safety Conscious Work Environment

The Contractor shall bring their experience and knowledge of industry best practices in the discipline(s) of Safety Culture and Safety Conscious Work Environment in Nuclear, Chemical Processing and other high-hazard industries, to assist DOE staff in the review and analysis of self-assessment reports, extent-of-condition reviews and other data, and assist DOE staff in developing safety culture and safety conscious work environment management methods. The Contractor shall provide technical expertise, analysis, implementation and support in areas that include, but are not limited to the following:

- Conducting investigations or inquiries into allegations/concerns, which may cover such areas as environmental, safety, health, quality, security, and/or harassment, intimidation, retaliation, and/or discrimination for engagement in protected activities. The investigation/inquiry plan must be developed and approved prior to initiation of work, consistent with EM standing operating procedures/guidelines;
- Providing support to the identified safety culture assistance team with safety culture selfassessments and assist with site visits in accordance with DOE requirements, guides, and best industry practices. Roles, responsibilities and additional deliverables will be developed by EM prior to initiation of work, which may include roles as a team advisor, team leader, or team member;
- Providing advice/guidance in response to emerging issues that may impact Federal and/or contractor organization's safety culture and/or Safety Conscious Work Environment (SCWE). Recommendations must be consistent with DOE and best commercial nuclear industry practices/standards; and
- Developing, delivering, and evaluating Departmental and/or EM safety culture and SCWE training, consistent with the systematic approach to training.

C.3.2.1.9 <u>Safeguards, Security and Emergency Preparedness</u>

The Safeguards, Security, and Emergency Preparedness Office provides leadership and develops strategies and guidance for meeting safeguards, security, and emergency preparedness requirements to support EM's mission. The office has the overriding responsibility to support field offices by enabling the effective execution of the mission and implements policy related to physical and information security; classification; and emergency management. The office supports continuous improvement across the EM complex through the application of Integrated Safeguards and Security Management principles and serves as a liaison on physical security and emergency management issues to ensure readiness and resilience when incidents occur.

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

- Implementation of safeguards and security programs in accordance with applicable DOE directives including the development of EM procedures and guidance;
- Development of facility and field office defensive plans for the protection of nuclear weapons and components, Category I Special Nuclear Material (SNM) or targets subject to radiological or technical sabotage, in accordance with the DOE Tactical Doctrine;
- Oversight of EM safeguards and security plans and procedures;
- Implementation of Safeguards and Security Directives verification of the implementation of authorized security condition level actions, to include vulnerability and risk analyses, and support for HQ and Field security assessments;
- Implementation of government-wide policies, objectives, and requirements related to classified information;
- Oversight support for EM safeguards, security, and emergency preparedness through assistance visits, assessments, ProForce capabilities analysis, exercise evaluations, etc.;
- Maintenance of the Nuclear Materials Inventory Assessment (NMIA) database;
- Implementation of EM HQ emergency management assistance, assessment, and oversight program including the EM Emergency Readiness Assurance Program;
- Training for EM HQ emergency management team members;
- Emergency exercises; and
- EM HO Continuity of Operations Program (COOP).

C.3.2.1.10 Innovation and Technology Programs

EM's Innovation and Technology (I&T) Programs require technical support for development and deployment of various innovative solutions and novel technologies, particularly in areas where the EM program has technical gaps or high risks due to technical uncertainty. This support will help fill technical mission gaps, improve or optimize existing facility and environmental operations, and reduce the environmental liability associated with legacy nuclear cleanup. It will facilitate the use of state-of-the-art technology to reduce costs, accelerate schedules, mitigate vulnerabilities, and foster the transfer of commercially available technology and newly

developed entrepreneurial technology to support cleanup. The emergence of new and innovative technologies is outpacing the availability, capability and expertise of resources in the existing federal workforce. As such, the systems engineering and technical assistance/services of world-class, field-recognized subject matter experts is needed. The emergence of new and innovative technologies in certain fields is also outpacing the capability and expertise of the Department's national laboratories to which federal staff would seek expert resources. As such, the systems engineering and technical assistance/services in U.S. colleges and universities and other non-DOE federally funded research and development centers (FFRDCs) is also needed. Specific expertise is needed in robotics, remote systems, and complementary technologies.

The Contractor shall provide technical expertise, consultation, implementation and oversight support for I&T Programs in areas that include, but are not limited to:

- Test bed performance evaluation;
- Computer modeling and simulation;
- Engineering design;
- Proposal evaluation;
- Technology maturity and performance evaluation;
- Technology-focused market/industry surveys and studies;
- Interfacing and coordinating with DOE national laboratories and other FFRDCs;
- Onsite/offsite meetings, workshops, conferences, presentations/briefings, technical reporting, project management/planning, and any other assigned technical support activities required to accomplish the EM robotics innovation, technology development and deployment initiatives;
- Management of EM's participation in Science, Technology, Engineering, and Mathematics Emphasis Programs;
- EM internship programs, traineeships, Minority Serving Institution Partnership program, and other initiatives;
- EM's College and University Cleanup Program which serves as an important programmatic bridge to innovative solutions and novel technologies, and attracting the next generation of atomic energy workforce;
- Support development and deployment of a wide range of advanced technologies to help fill technical mission gaps, improve or optimize existing facility and environmental operations, and reduce the environmental liability associated with legacy nuclear cleanup;
- Other assigned systems engineering and technical assistance/service activities required to accomplish the EM's innovation and research and technology development initiatives and projects;

C.3.2.1.11 <u>Interagency and International Collaborations</u>

EM collaborates and partners with technologists in other U.S. executive departments and independent agencies to facilitate the transfer of other federally funded technologies as well as leverage highly specialized expertise, government assets and facilities, and publicly funded programs. Access to non-DOE national laboratories and technology centers, non-DOE federally funded research and development centers, non-DOE testing facilities and proving grounds, and university affiliated research centers greatly increases opportunities for cleanup innovation and enhances cleanup capabilities. EM engages U.S. federal technologists to identify crosscutting technologies and mutual interests in scientific and technological advancements. Interagency collaboration and cooperation is a FY 2023 Administration R&D budget priority for maximizing interagency coordination. Specifically, the Administration's R&D priorities require coordinated interagency initiatives, which yield greater impact than that of individual agency activities. The interagency process is encouraged to avoid duplicative efforts and maximize collaboration, including in assessments of the impact of R&D investments.

The Contractor shall provide technical expertise, consultation, and coordination for typical joint and mission-mutual research and technology development, deployment and transfer initiatives that include, but are not limited to the following:

- Design, development, demonstration, test, and deployment of new hardware and software systems;
- Collaborative technology development, review, analysis, and test;
- Access to and consultation with subject matter or technical experts;
- Knowledge, information, and technology sharing;
- Mutually beneficial and mission-relevant facility and asset utilization;
- Strategic and tactical planning;
- International collaboration:
- Educational outreach and workforce development;
- Travel in support of joint activities or to strengthen technology development programs of mutual interest;
- Management of joint program/project solicitations and partnerships;
- Participation in, attendance at, and support of conferences, workshops, and meetings of mutual interest; and
- Shared programmatic and business management best practices.

C.3.2.1.12 EM International Program

The EM International Program pursues collaborations with foreign government organizations, educational institutions and private industry to assist in identifying technologies and seeks to promote international collaborations that leverage resources and link international experience and expertise. The primary objective of the EM International Program is to provide benefit to the Department in successful completion of the EM clean-up mission, through establishing

strategic approaches for specific international collaboration initiatives that are focused on appropriate strategic program goals (i.e., related to tank waste and nuclear materials management, groundwater and soil remediation, deactivation and decommissioning [D&D], and radioactive waste disposal), while aligned with U.S. foreign policy.

The Contractor shall provide subject matter expertise, technical support, consultation, implementation and oversight to support EM's International Program in areas that include, but are not limited to the following:

- EM International Program Strategic Plan, Technical Project Factsheets, and Annual Report for the EM International Program;
- Facilitating EM participation in international forums, technical conferences and workshops, to include development of papers and presentations, as well as technical exchanges with key international collaborators;
- Technical engagement with foreign organizations, to include coordination of foreign visits and meetings, developing technical background papers, briefing memos, meeting agendas and minutes, developing test plans, development of project reports, and tracking progress on activities and deliverables;
- International collaboration with partners on efforts concerning EM issues;
- Facilitating the interaction and logistics of review and assessment teams to include participation on teams, support with technical editing, printing and distribution of documents;
- Maintaining a portfolio of international cooperative projects related to the EM mission; and
- Supports the EM Technology Development Office in collaboration with foreign governments, industry, and universities.

REGULATORY AND POLICY AFFAIRS

C.3.2.2.1 Deactivation and Decommissioning

The Infrastructure and Deactivation and Decommissioning (D&D) Office develops policy for D&D, real property asset management, sustainability, and energy management. The office leads the transfer of completed projects; manages the transfer of excess contaminated facilities and materials from NNSA, Office of Science, and the Office of Nuclear Energy; and has the overriding responsibility to support field offices by enabling the effective execution of the mission. The Contractor shall provide subject matter expertise in areas that include, but are not limited to:

a. D&D Strategic and Program Planning activities for which the Contractor shall provide support include, but are not limited to:

- Developing and implementing a risk-informed process for prioritizing the D&D of excess facilities and allocating funding for D&D on a complex-wide basis;
- Technical assistance in developing policy, standards, and guidance for conducting D&D operations in a safe, compliant, efficient, and cost-effective manner;
- Developing out-year planning and budgeting activities;
- Defining D&D end states;
- Evaluating the implications of DOE policies and issues and their potential impacts across the DOE complex; and
- Prepare recommendations and solutions to senior EM management.
- b. D&D Mission Planning, Evaluation, and Analysis activities for which the Contractor shall provide support include, but are not limited to:
 - Maintain and update D&D program site maps;
 - Conduct independent cost evaluation and estimating;
 - Document D&D lesson learned based on experiences;
 - Conduct technical based workshops and value engineering sessions to support decision making;
 - Evaluate technology opportunities for their ability to reduce life cycle cost and schedule barriers; and
 - Provide other support as requested.
- c. Evaluation of Excess Facilities for Transfer to EM from other Program Offices activities for which the Contractor shall provide support include, but are not limited to:
 - Updating procedures and checklists for conducting facility transfer reviews;
 - Conducting facility transfer reviews:
 - Assessing and prioritizing facilities for acceptance;
 - Estimating D&D costs:
 - Documenting results of transfer reviews with recommendations on which facilities to accept based on the criteria;
 - Maintaining data for facilities reviewed for transfer; and
 - Conduct tasks as requested to assist with excess facility transfer management.
- d. D&D Project Review activities for which the Contractor shall provide support include, but are not limited to:
 - Reviewing and evaluating D&D projects for project planning and engineering-design planning sufficiency using EM's internal guidance, project cost and schedule baselines and performing other review tasks as requested.

- e. Facility Engineering Technical Support activities for which the Contractor shall provide support include, but are not limited to:
 - Providing general technical support for facilities, real estate, and infrastructure related matters;
 - Conducting and supporting studies and analysis of site infrastructure plans and ten-year site plans;
 - Analyzing site data submissions;
 - Supporting responses to facilities, real estate, and infrastructure related matters;
 - Analyzing and compiling data from various sources to support data calls and report requirements outside of EM; and
 - Compiling and publishing program office level infrastructure plans.
- f. FIMS validation and support activities for which the Contractor shall provide support include, but are not limited to:
 - Assisting with developing FIMS data queries;
 - Supporting Office of Project Management FIMS initiatives;
 - Providing on-site assistance for FIMS validations;
 - Providing follow-up support to EM sites to assist in correcting any FIMS validation discrepancies; and
 - Drafting EM FIMS validation guidance.

C.3.2.2.2 Subsurface and Tank Closure Management

The Subsurface Closure Office provides expert advice, leadership, and policy guidance to ensure safe and effective management of subsurface contaminates including remediation of soil and groundwater and tank closures. The office reviews practices related to tank closures and soil and groundwater remediation across the EM complex and has the overriding responsibility to support field offices by enabling the effective execution of the mission. The office monitors progress in meeting milestones, metrics, and contract requirements specific to complex-wide tank closures and remediation activities. The Contractor shall provide technical expertise and support for subsurface-related analysis, technology, remediation of soil and groundwater, and tank closure activities that include, but are not limited to:

- Tank integrity and characterization;
- Tank retrieval technologies and approaches;
- Tank monitoring;
- Subsurface characterization:

- Subsurface remediation and approaches;
- Alternatives to Pump and Treat/Remediation Exit Strategies; and
- Subsurface monitoring.

C.3.2.2.3 National Transuranic Program

The National Transuranic (TRU) Program Office provides integration, planning, and analysis for all EM TRU waste of defense origin to be disposed at the Waste Isolation Pilot Plant (WIPP) to ensure safe and effective disposal operations. The office has the overriding responsibility to support field offices by enabling the effective execution of the mission. The office provides federal oversight across the DOE complex in three segments of the National TRU Program: the Generator Site TRU Waste Program, TRU Waste Certification Program, and WIPP. Major program elements and oversight activities include but are not limited to: inventory of material or waste, storage container and treatment assessment, waste characterization and certification, and waste packaging, loading, and transport for final disposition. The Contractor shall provide subject matter expertise in areas that include, but are not limited to:

- Program and/or cost analysis of the National TRU program to identify efficiencies in cost, scope, or schedule;
- Preparing briefings, issue papers, or other documents related to analyses or assessments performed, evaluation results, or proposed recommendations from studies;
- Analysis of TRU waste site baselines, TRU waste acceleration plans, and five-year plan data for compatibility with Carlsbad Field Office plans;
- Development or review of TRU waste performance metrics for generator sites;
- Analysis and verification of annual TRU waste inventory data;
- Developing and conducting analyses of TRU waste volumes planned for shipment to the WIPP and TRU waste volumes dispositioned as mixed low-level waste/low level waste (MLLW/LLW);
- Technical analyses of site-specific TRU waste classification and defense determinations;
- Participation in TRU waste-related conference calls and providing call summaries, as requested;
- Analysis of Quarterly Program Report data for integration across TRU waste generators sites:
- Revising TRU waste aspects in the update to DOE Order 435.1, *Radioactive Waste Management*, and resulting implementation and oversight of the Order (e.g., reviews of Carlsbad Field Office);
- International projects relating to TRU waste management initiatives;
- TRU waste and/or material inventories;
- TRU waste storage container and treatment assessments;
- TRU waste characterization and certification; and

• TRU waste packaging, loading, transportation and final disposition.

C.3.2.2.4 Waste Disposal

- a. The Waste Disposal Office integrates, plans, and analyzes all EM waste streams to ensure effective EM complex-wide disposal operations. The office is responsible for developing policy for waste management and disposal, co-chairs the Low-Level Waste Disposal Facility Federal Review Group (LFRG) with the EM Regulatory Compliance Office, and has the overriding responsibility to support field offices by enabling the effective execution of the mission. The office provides guidance on low-level radioactive waste, mixed hazardous radioactive waste, and greater-than-class C (GTCC) LLW. The Contractor shall provide subject matter expertise in areas that include, but are not limited to:
 - Integrating, planning, and analyzing all EM waste streams to ensure effective EM complex-wide disposal operations;
 - Waste management and disposal policies;
 - Policies on low-level radioactive waste, mixed hazardous radioactive waste, depleted uranium, and GTCC LLW management;
 - Support of oversight reviews and assessment of waste management program implementation and compliance at field sites;
 - Performance assessment for waste management and disposal facilities:
 - Evaluation and documentation of waste classification;
 - Technical support for preparation of the Title X Uranium and Thorium Reimbursement Program Annual Report and calculations as required;
 - Technical support for elemental mercury management including but not limited to project management decisions for storage, disposition alternatives analyses, coordination with generators and industry, and reporting:
 - Support development of DOE Order 413.3B documentation in support of a mercury storage facility and other requirements of the Mercury Export Ban Act (MEBA) of 2008;
 - Support of NEPA activities in support of a Record of Decision (ROD) for mercury storage facility(ies);
 - Support development of full-cost recovery estimates and other implementation steps (e.g., cost-benefit analyses and trade-offs) in support of MEBA;
 - Technical support for determining the cost analysis for GTCC LLW disposal in general and also under the Mo-99 Uranium Lease and Take-Back Program;
 - Technical support for updating and maintaining the Manifest Information Management System (MIMS) data by:
 - Compiling and uploading MIMS data;
 - Maintaining and updating MIMS software;
 - Preparing unique data queries of MIMS data, as requested;

- Technical support for annual update of Low-Level and Mixed Low-Level Baseline Disposition Data (BLDD);
 - Draft updated BLDD data collection and validation requirements, to include non-EM DOE programs and EM transportation data;
 - Support preparation of seeded data files;
 - Compile and validate data received;
 - Transmit compiled data to the Waste Information Management System (WIMS):
 - Prepare BLDD "mileage charts" and other data crosscuts, as requested;
 - Support in the preparation of disposition data tools, as requested;
- Compile data and provide updated information to the International Atomic Energy Agency's Net-Enabled Waste Management Database; and
- Support technical review of EM LLW/MLLW projects and challenging waste streams to resolve technical and policy issues.

b. Low-Level Waste Disposal Facility Federal Review Group

EM is the lead of the Low-Level Waste Disposal Facility Federal Review Group (LFRG). The EM Waste Disposal Office and the EM Regulatory Compliance Office co-chair LFRG. The Group reviews low-level waste disposal facility performance assessments (PAs) and composite analyses (CAs), reviews appropriate CERCLA documentation, recommends low-level waste disposal facility compliance determinations, and develops disposal authorization statements. They are also responsible for self-regulation of low-level waste disposal at DOE sites providing recommendations to management on issuance of disposal authorizing documents and ensuring consistency and verifying compliance with DOE Order 435.1. Review teams are established to conduct reviews of disposal documents and provide assistance for sites in developing disposal documents. The Contractor shall provide subject matter expertise in LFRG areas that include, but are not limited to the following:

- Disposal of low-level waste, mixed low-level waste, transuranic waste, and high-level waste:
- Review of site-specific PAs and CAs;
- National and international regulations relating to disposal of radionuclides;
- Developing or revising documents that guide LFRG activities;
- Resolving complex disposal issues at a site or complex level;
- Drafting selected waste management position papers;
- Supporting semi-annual business meetings;
- Monitoring and development of PAs and CAs and interfacing between Advanced Simulation Capability for Environmental Management (ASCEM) modeling efforts;
- Supporting the DOE PA Community of Practice including analysis of U.S. and international regulations;

- Supporting unique or complex issues (e.g., depleted uranium, blending/concentration averaging), including international activities and NRC proposals associated with DOE LLW disposal processes comply with 10 CFR 61 (Licensing Requirements for Land Disposal of Radioactive Waste); and
- Independent review of Federally produced documents.

c. Uranium Management Support

Providing expert market analysis and technical assistance related to activities for uranium management. This includes products and efforts associated with excess uranium. The activities for which the Contractor may provide support include, but are not limited to:

- Analysis of the impacts of the sale of DOE's excess uranium inventory;
- Supporting the development and review of uranium disposition plans, including treatment, disposal, storage, and sales of marketable material;
- Supporting the development and/or review of economic analyses and analysis of impacts supporting uranium disposition decisions, proposals, and sales/barter of excess uranium inventory; and
- Providing National Environmental Policy Act (NEPA) support as requested for completion of depleted uranium activities.

d. U.S. Interagency Working Group for the Joint Convention

DOE EM leads technical activities along with other DOE organizations, the Environmental Protection Agency, and the Nuclear Regulatory Commission (NRC) in support of U.S. obligations under the *Joint Convention on the Safety of Spent Fuel Management and on the Safety of Radioactive Waste Management (Joint Convention)*. The activities for which the Contractor shall provide support include, but are not limited to:

- Support to U.S. Interagency Working Group for the Joint Convention on the Safety of Spent Fuel Management and on the Safety of Radioactive Waste Management; and
- Providing support during the 3-year review cycle, as requested, in areas that include, but are not limited to the following:
 - Providing input to the U.S. National Report;
 - Reviewing and compiling comments on other countries' National Reports prepared for the Joint Convention;
 - Support for developing responses to other countries' comments and questions on the U.S. National Report;
 - Development of summary reports and synopsis of questions;

- Development of input for the U.S. Presentation and other supporting technical information at the international review meeting held after each update of the U.S. National Report; and
- Support for preparation of newsletters and promotional information.

C.3.2.2.5 Nuclear Materials Disposition

The Nuclear Materials Disposition Office provides expert advice, leadership, and guidance for ensuring safe and effective management of EM nuclear material. The office represents EM for excess materials disposition policy and has the overriding responsibility to support field offices by enabling the effective execution of the mission. The office provides strategic advice on the evaluation of DOE disposal systems and resources, leads development of future disposal systems to accomplish EM's mission, and provides guidance regarding spent/used nuclear fuel (SNF) and SNM. The Contractor shall provide subject matter expertise in areas that include, but are not limited to:

- a. Supporting DOE policy development, strategic planning, and program implementation related to the storage, options for treatment, and disposition of SNF and surplus nuclear materials. The activities for which the Contractor may provide support include, but are not limited to:
 - Provide specialized expertise to support programmatic decisions related to the capabilities, needs, and options for the treatment, storage, and disposition of SNF and surplus nuclear materials, which includes but is not limited to:
 - Develop strategies to reduce schedule, cost, and risk with nuclear materials management (plutonium, highly-enriched uranium, and SNF);
 - Provide support for NEPA analysis to develop or revise such NEPA documents as may arise;
 - Continue support of research and development activities with international partners;
 - Assist in organizing and managing technical workshops and meetings; and
 - Respond to ad-hoc requests, e.g., consolidating Field responses to data requests; assisting the Office of Nuclear Materials in preparing, reviewing, or updating various DOE documents; and technical editing of reports.
- b. Providing specialized expertise to develop informed recommendations and support the SNF Working Group in its efforts to provide solutions to SNF storage and disposition problems common across the complex, including issues related to the potential fuel exchange, safeguards, costs, reduced budgets, shared technology, the SNF database inventory, options for a defense repository, and Yucca Mountain lessons learned (as envisioned in the SNF Strategic Plan).

- c. Provide technical support in the areas of High-Level Waste (HLW) treatment, storage oversight, and compliance with existing directives and regulations. This is necessary to ensure HLW treatment programs meet compliance-based requirements, to provide support for auditing HLW treatment activities, and to respond to NRC technical informational requests as necessary from potential licensing activities. The activities for which the Contractor may provide support include, but are not limited to:
 - Identifying and analyzing the technical and programmatic impacts of HLW treatment and storage/disposal alternatives;
 - Compliance with technical and regulatory requirements;
 - Identifying and recommending resolution of issues with HLW treatment projects to improve cost and schedule;
 - Assisting in researching, drafting, and analyzing requirements needed for revising or implementing the EM Waste Acceptance System Requirements Document (WASRD) and other technical documents, such as site Waste Form Compliance Plans or Waste Form Qualification Reports including QA reviews of non-conforming waste forms as required;
 - Providing independent assessment of the adequacy and completeness of HLW documentation and identifying data gaps, omissions, and inconsistencies to DOE;
 - Identifying and analyzing the environmental and programmatic impacts of management alternatives as proposed by DOE, including research efforts such as Salt Disposal Investigations;
 - Attending meetings, conferences, or briefings, and preparing HLW notes, draft issues papers, conference proceedings, workshop results, and report synopses, as requested; and
 - Provide support for public participation such as notification to stakeholders and other forms of communication, as requested.

C.3.2.2.6 Packaging and Transportation Programs and Initiatives

a. The Packaging and Transportation Office manages, develops, and coordinates policies and procedures for transportation and packaging activities for DOE materials, including hazardous materials (particularly radioactive), substances, and wastes. The office has the overriding responsibility to support field offices by enabling the effective execution of the mission. The office develops systems and technologies to ensure transportation and packaging activities are safe, economical, efficient and secure, and meet applicable regulatory requirements; and resolves transportation and packaging issues safely, economically, and promptly. The Contractor shall provide subject matter expertise in areas that include, but are not limited to:

- Managing, developing and coordinating policies and procedures for transportation and packaging activities for DOE materials, including hazardous materials (particularly radioactive), substances, and wastes;
- Developing systems and technologies to ensure transportation and packaging activities are safe, economical, efficient and secure, and meet applicable regulatory requirements; and
- Resolving transportation and packaging issues safely, economically, and promptly.
- b. Support for Automated Applications for Transportation Safety, Operations, and Packaging Management. The activities for which the Contractor may provide support include, but are not limited to:
 - Maintenance and operation of existing automated packaging and transportation systems, and support the review and recommendation of enhancements or changes to the systems as requested. These activities shall include, but are not limited to:
 - Defining, designing, acquiring, implementing, operating, and maintaining an Automated Transportation Logistics & Analysis System. Focus will be on the database administration, software change requests disposition, help desk support, training, system maintenance and document, monitoring and updating regulatory information and cybersecurity requirements as needed, and maintaining the Carrier Profile, HAZMAT Shipping, Rate/Route, and Freight Bill modules.
- c. Crosscutting Support for Transportation Safety, Operations, and Packaging Management. The activities for which the Contractor may provide support include, but are not limited to:
 - Assisting in the implementation or latest revision of 41 CFR 109-40 and DOE Order 460.1D, DOE Order 460.2A, and DOE Manual 460.2-1A;
 - Supporting the revision and implementation of the Motor Carrier Evaluation Program in accordance with the Federal Motor Carrier Safety Administration (FMCSA) newly implemented CSA methodology;
 - Conducting site packaging and transportation compliance reviews, accident investigations, QA audits, and addressing other transportation and packaging related issues that arise during field operations;
 - Supporting the Transportation Management Council (TMC) as a forum for the identification, analysis, and resolution of traffic management, transportation operations, and transportation safety issues to support the shipping needs of the Department of Energy. This task includes providing SME assistance to TMC working group in reviewing the carrier profiles, negotiation of truckload (TL), less than truckload (LTL), and household goods (HHG) tenders;

- Supporting the Packaging Management Council (PMC) in coordinating PMC activities and working with PMC members to review emerging changes in domestic and international packaging regulations and standards;
- Supporting the Office of Packaging and Transportation in transportation planning, outreach, and coordination with shipment corridor states; updating DOE wiki pages, as directed; and development of plans, procedures, and guidance documents for various activities within the Office, as directed;
- Provide assistance in identifying existing training resources that can be used to meet the training requirements of 49 CFR Part 172; 49 CFR Part 173.1(b); and 49 CFR Part 177.800(c) so a compendium can be developed to assist the field sites in obtaining quality training;
- Gathering data from various sources to identify trends, develop safety metrics lessons learned, Occurrence Reporting and Processing System (ORPS), and other reporting criteria;
- Supporting strategic planning, coordination of activities with American National Standards Institute (ANSI) and Energy Facility Contractors Group (EFCOG);
- Providing Technical Reviews, Analyses of Applications and Studies of Applications;
- Identifying needed revisions to applications, monitoring changes to applications and providing recommendations for acceptability of change, and preparing statistical and informational reports to document improvements in the review process;
- Assisting in the development of performance measures related to preparation and updating of packaging review criteria and DOE Orders pertaining to packaging;
- Providing input to the Radioactive Material Packaging (RAMPAC) database documenting these activities;
- Providing NQA-1 in support of Headquarters Certifying Official (HCO) programmatic needs:
- Providing Program Reengineering, Transformation, and Revitalization. This effort will support ongoing DOE Packaging and Certification Program (PCP) business strategy development, planning, and implementation. The contractor will conduct studies and analyses that improve efforts of EM to implement the recommendations of its reengineering studies. This effort will support management in maintaining a vital program while meeting the challenges created by EM implementation of Workforce for the 21st Century; and
- Preparing Package Information Materials. The contractor shall provide support to the Manager DOE PCP and the HCO in the preparation of briefings, meeting minutes, poster boards, displays, exhibits, graphics, and other materials for internal and external audiences.

C.3.2.2.7 Regulatory Compliance

- a. The Regulatory Compliance Office develops policy on regulatory compliance, has the overriding responsibility to support field offices by enabling the effective execution of the mission, and is responsible for evaluating regulatory options for cleanup and compliance with environmental statutes and regulations. The Office also co-chairs the LFRG with the EM Waste Disposal Office and serves as the EM oversight lead for DOE Order 435.1, *Radioactive Waste Management*. The Contractor shall provide subject matter expertise to support the implementation and monitoring of EM's Regulatory Compliance programs and initiatives in areas that include, but are not limited to:
 - Interacting with communities, interested EM stakeholders, and external regulators;
 - Supporting the development of EM low-level waste disposal facility disposal authorization statements;
 - Supporting development of regulatory compliance policy;
 - Assisting field offices in ensuring compliant and risk-informed cleanup strategies;
 - Evaluating regulatory options for cleanup and compliance with environmental statutes, regulations [e.g., EM directives; Resource Conservation and Recovery Act; Comprehensive Environmental Response, Compensation, and Liability Act, agreements; and DOE Orders (e.g., Radioactive Waste Management)];
 - Supporting the LFRG in the review of technical consistency and adequacy of performance assessments and composite analyses. Ensuring technical consistency and adequacy of other environment and public health risks.
 - Sharing compliance lessons learned;
 - Development of a regulatory compliance strategic plan to identify and evaluate opportunities to streamline compliance frameworks through regulatory reform initiatives or other means and provide actionable recommendations;
 - Development of a new NEPA oversight program that includes but is not limited to a new NEPA desk reference document and implementation guides, SOPPs, training material and ongoing tracking of NEPA compliance throughout the EM complex;
 - Providing support with Internal Remedy Reviews to help field sites develop remediation strategies; and
 - Evaluating regulatory strategy.

b. DOE Order 435.1 Maintenance and Revision

DOE Order 435.1, *Radioactive Waste Management*, is in place to ensure that DOE radioactive waste is managed in a manner that is protective of workers, public health and safety, and the environment. The last comprehensive update of requirements for radioactive waste management was completed in July of 1999 when DOE Order 435.1 replaced DOE Order 5820.2A. Under this task, the activities for which the Contractor shall provide support include, but are not limited to:

- Implementing the DOE Order 435.1 update process including the development of requirements, guidance, technical basis, technical standards, and training course material;
- Resolving comments made during the RevCom process and support in revising the Order, guide, technical basis, and technical standards for final distribution; and
- Supporting DOE's 435.1 oversight program including the development and maintenance of an oversight schedule that will require coordination with EM offices, other program offices, and field offices; and evaluation and revision of program oversight documents, as necessary.
- c. Support developing Streamlined Waste Acceptance Criteria (WAC) for the Waste Treatment Plant (WTP) at Hanford.

The WTP, which is currently under construction, is the subject of several safety concerns raised by the Defense Nuclear Facilities Safety Board (DNFSB). Among several other issues, DNFSB has specifically raised concerns regarding:

- 1. Accumulation of fissile material at the bottom of vessels leading to potential Criticality; and
- 2. Characterization of Tank waste as it may affect the WAC for WTP.

The direct and underlying causes of these issues are incomplete knowledge to validate assumptions made in design of the relevant physical processes and associated scaling rules that apply to them, and uncertainty in precisely predicting the behavior of tank waste slurries as they are mixed, sampled, and transferred.

The current safety strategy for control of criticality relies on the ratio of fissile material to other metal (poisons); however, it is unclear whether the poison will remain in intimate contact with the fissile material during processing. The Department has conducted studies of the behavior of fissile materials in the Hanford Tank Farms as part of the closure process for DNFSB Recommendation 93-5.

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

- Reviewing all relevant Tank Farm documentation and prior studies (e.g., bench scale testing performed by National Laboratories) in support of the current criticality strategy, or as a technical basis to propose a revised strategy that provides the same level of safety with easier implementation; and
- Reviewing available Tank Characterization, waste transfer, and bench scale studies in support of a revised WAC for WTP to determine sampling capabilities and to evaluate sampling correctness and performance against requirements for process control and

safety. The expected result of this work is to develop a streamlined WAC based on process knowledge and sampling.

C.3.2.2.8 Intergovernmental and Stakeholder Programs

The Regulatory, Intergovernmental, and Stakeholder Engagement Office provides leadership for the implementation and monitoring of the environmental regulatory compliance function to support EM cleanup efforts while interacting with communities and interested EM stakeholders. The Contractor shall provide subject matter expertise to support EM's Intergovernmental and Stakeholder programs and initiatives in areas that include, but are not limited to:

- Formal interactions with intergovernmental groups, Tribal Nations, affected entities, communities, and other stakeholders; and
- Administration of EM HQ and site interactions for the EM Federal Advisory Committee Act Boards; and

CORPORATE SERVICES

C.3.2.3.1 Budget and Planning

a. The Office of Budget is dedicated to improving the efficiency in both the collection of required data/information as well as the quality/analysis and use of budget related data. To aid this goal, EM has developed an initial suite of tools to integrate and accelerate the collection of key EM budget metrics (e.g., Budget Priorities, Spend Plans, Approved Funding Plans, Non-Labor Requests, Accounting data - STARS, etc.). Each year, based on changing requirements and to further improve the efficiency of data management within EM, these tools and the analysis provided along with these efforts, require enhancements and/or modifications/updates.

EM is further dedicated to streamlining common data driven efforts and increasing reporting/analysis capabilities through the consolidation of existing EM tools and inclusion of new data management efforts (e.g., Financial Information System). In addition, EM is seeking to expand its integrated analysis capability through the development of additional components to aid in streamlining their data management efforts (e.g., Field Non-Labor, Technology Development, HQ Awards, and Execution Reviews).

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

• Provide services for system design, development, deployment, and maintenance for key EM tools;

- Updates to tools shall be completed on schedule necessary to meet established EM priorities and deadlines:
- Provide analysis capabilities on data/information collected via developed tools;
- Responsible for all associated efforts related to these tools, including, but not limited to, guidance development, training and reporting; and
- Responsible for developing acceptable systematic tools that meet the data collection requirements set forth by EM.
- b. The Office of Budget supports the development of the fiscal year budgets for the Office of Environmental Management. This task is primarily performed through the use of various tools, which include the Budget Automation Justification and Administration (BAJA) system. The Contractor shall provide technical expertise, analysis, implementation and support in areas that include, but are not limited to the following:
 - Develop and maintain information systems, analysis tools, spreadsheets, analytical data reports, and information summaries to assist EM in the budget formulation process;
 - Maintenance, operations, and enhancement of the existing BAJA system and its modules;
 - Generation of budget documents, ancillary support information, and information summaries throughout the annual budget cycle; and
 - Development of presentation materials including issue papers, impact statements, and briefing documents.

C.3.2.3.2 Program Planning

The Office of Program Planning performs strategic out-year planning and critical analysis to meet the EM mission and requirements of the Financial Integrity Act. The core function of this office is the responsibility for developing life cycle costs, managing corporate performance measures and ensuring that guidance, procedures and systems are in place to develop, maintain, control and monitor these systems and the resulting metrics. The Contractor shall provide technical expertise, analysis, implementation and support in areas that include, but are not limited to the following:

 Ongoing operations and maintenance of the EM Integrated Planning, Accountability, and Budgeting System (IPABS-IS). This system collects and maintains data to support the Environmental Liability, performance metrics, milestone tracking, and baseline change control. The contractor supports maintenance, backup, and security updates to the EM corporate database (which also supports the EM Budget formulation systems);

- Data analysis effort associated with the annual environmental liability audit which is conducted in accordance with the Government Management Reform Act;
- Analysis of planning data to develop alternative site strategies as well as complex-wide integrated strategies for completing EM scope;
- EM complex-wide planning effort. The contractor shall assist in managing the planning data, designs and distributing of data templates, supports complex-wide planning workshops (2-3 per year) and shall support the design and implementation of a system to collect, manage/integrate, and report on EM's planning and budget data;
- Development of material for briefings and hearings, annual budget rollout and responses to committee inquiries;
- Development and coordination of program and budget planning, five-year planning documents and guidance packages to support life-cycle cost, scope, and schedule updates;
- Development, tracking, and reporting of EM performance metrics and milestones in accordance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010; and
- Coordination and facilitation of independent reviews and closure of recommendations and audit report findings.

C.3.2.3.3 Workforce Management

The Office of Workforce Management provides oversight, direction, and support on centralized and crosscutting workforce and organizational activities. The Contractor shall provide technical expertise, analysis, implementation and support in areas that include, but are not limited to the following:

- Execution of EM program human resource responsibilities related to the Department's Shared Service Center;
- Development of workforce management guidance and advisory services to EM HQ managers; and ensuring the completion of EM's workforce and succession planning and competency management to inform decision making regarding resource needs;
- Recruitment and retention of workforce diversity and inclusion;
- Management of the fulltime equivalent (FTE) utilization process to project and adjust FTE ceilings across the complex;
- Management of the EM HQ human resource operational liaison activities in collaboration
 with the Department Shared Service Center to ensure timely completion of personnel
 actions, individual development plans and executive development plans across the
 complex; and
- Coordination of employee engagement activities including the evaluation and utilization of Federal Employee Viewpoint Survey results and other efforts to advance organizational continuous improvement.

C.3.2.3.4 Acquisition and Contract Management

The office of Acquisition and Contract Management assists EM field offices in the implementation of new contract policies and procedures to promote program efficiency. The Contractor shall provide technical expertise, analysis, implementation and support in areas that include, but are not limited to the following:

- Management of EM's government furnished equipment and property system,
- Federal acquisition certification programs;
- Implementation of Departmental policies on contractor pensions and benefits and workforce restructuring;
- Providing support for post-award activities including contract modifications, change orders, and requests for equitable adjustment (REAs);
- Evaluation of EM's contract management and oversight and coordination of activities regarding the Program Evaluation and Monitoring System;
- Providing support for collection and analyses of performance data, and monitoring of process management;
- Resolution of findings from GAO or IG audits; management of the corrective action process and validation of effectiveness of contracting policies and procedures in response to inspection and audit results; and
- Implementation of subcontract small business program goals and monitoring small business statistical data for progress.

C.3.2.3.5 Project and Program Management

The Project Management Office ensures the effective implementation of all project/program management policies and directives across EM capital asset projects and operational activities. The Contractor shall provide technical expertise, analysis, implementation and support in areas that include, but are not limited to the following:

- EM construction, capital asset projects, and operations activities including activities involved with on-site cost, schedule, technical and management status reviews; development of project management policies, procedures, and guidance for management of EM capital asset projects and operations activities;
- Evaluation of capital asset projects and operations performance against project
 management standards, project performance baselines, and performance measures data;
 conducting performance baseline analyses; performing validation reviews for capital
 asset projects under \$100 million; analyses of reported earned value information and
 project performance indicators for EM projects; independent reviews of projects and
 operations;

- Assessing submissions of EM monthly project data, coordinating monthly reports, and providing assessments for quarterly status briefings;
- Coordination of quarterly projects reports for capital asset projects with a total project cost of \$100 million or more;
- Validation of project performance to ensure consistency with mission and project requirements, and that projects mature appropriately through the project review processes;
- Development of risk policy and asset-risk management plans for construction, capital asset projects, and operations under \$100 million;
- Conducting peer reviews and advising whether project scope and underlying technology, management, cost, and schedule baseline assumptions and contingency provisions are valid within DOE's budgetary and administrative constraints; reviewing projects for cost and schedule;
- Evaluation of proposed projects and acquisition strategies to ensure technically valid, cost-effective, and realistic means of accomplishing objectives;
- Implementation of requirements under the EM Cleanup Program Policy, and conducting monthly assessments of the performance of projects utilizing IPABS data, Federal Cleanup Director and contractor reports, and other data sources, as appropriate; and
- Implementation of requirements under DOE Order 413.3B, *Project Management for the Acquisition of Capital Assets*, and conducting monthly assessments of the performance of projects utilizing PARS II data, FPD and contractor reports, and other data sources, as appropriate.

C.3.2.3.6 Communications

- a. The Office of External Affairs oversees media, congressional and related communication across the EM complex. The Contractor shall provide technical expertise, analysis, implementation and support in areas that include, but are not limited to the following:
 - Development of policies, procedures, and strategic guidance for EM HQ and field offices on external EM communication strategies;
 - Development of talking points, speeches, and presentations;
 - Management of EM press inquiries;
 - Generating external EM messages to support Administration and Departmental policies and goals;
 - Development of press releases, website content, and other related communications products and activities;
 - Coordinating congressional interfaces with the EM Budget and Planning Office;
 - Development of written testimony and oral statements for senior EM officials for congressional hearings, and collaborating with the EM Budget and Planning Office regarding budget-related testimony to ensure consistency;

- Coordinating the review of congressional hearing transcripts with the appropriate HQ offices and management of Ouestions for the Record and Inserts for the Record; and
- Tracking the status of EM congressional report preparation, concurrence, and approval actions.
- b. The Office of Communications Services supports internal communication across the EM complex. The Contractor shall provide technical expertise, analysis, implementation and support in areas that include, but are not limited to the following:
 - Support development of policies, procedures, and strategic guidance for EM HQ and field offices on internal EM communication strategies;
 - Assist with coordinating production of all internal EM HQ communications materials including EM Fedcasts and employee messages;
 - Support development and dissemination of all external and internal EM HQ communications materials including newsletters, press releases, fact sheets, annual reports, web content, infographics, and presentations;
 - Support development and maintenance of communication tools for public and internal outreach; and
 - Support development of Administration transition material for the EM program; Support communications analysis.

C.3.2.4 OTHER TECHNICAL SERVICES

Other EM technical, advisory and support services may be required during the period of performance to advance the EM cleanup mission and program objectives, including but not limited to, acquiring expertise to explore alternative financing and public private partnerships to accelerate cleanup activities.

SECTION D

PACKAGING AND MARKING

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 ensure 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.
- (c) 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.4 of the contract, or if none, to the CO.

D.2 SECURITY REQUIREMENTS

The Contractor shall comply with the security requirements for packaging, marking, mailing, and shipping classified materials (if any) as prescribed by applicable U.S. Department of Energy safeguards and security directives.

SECTION E

INSPECTION AND ACCEPTANCE

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 FAR 52.252-2, Clauses Incorporated by Reference, of this contract.

	FAR	
Clause	/DEAR	
No.	Reference	Title
E.1.1	52.246-2	Inspection of Supplies- Fixed Price (AUG 1996)
E.1.2	52.246-4	Inspection of Services- Fixed Price (AUG 1996)
E.1.3	52.246-6	Inspection - Time-and-Material and Labor-Hour. (MAY 2001)
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 clauses listed in the table above. 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.

E.3 QUALITY ASSURANCE REQUIREMENTS

Quality assurance requirements will be determined at the Task Order level.

SECTION F

DELIVERIES OR PERFORMANCE

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 FAR 52.252-2, Clauses Incorporated by Reference, of this contract.

	FAR	
Clause No.	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 contractor owned facility(ies) within the Washington DC Metro area. If work is to be performed on-site at one of the DOE locations below, such work will utilize on-site labor categories and the location will be identified in the task order. The on-site locations include, but are not limited to:

- DOE EM HQ buildings in Washington, DC and Germantown, MD
- EM Consolidated Business Center (EMCBC)- Cincinnati, Ohio
- Argonne National Lab- Illinois
- Brookhaven National Lab (BNL)- New York
- Carlsbad Field Office, New Mexico
- Energy Technology Engineering Center (ETEC)- California
- Handford Site- Washington
- Idaho Cleanup Project- Idaho
- Lawrence Berkeley National Laboratory, Old Town Project- California
- Los Alamos Field Office- New Mexico
- Moab Federal Project Office- Colorado
- Nevada National Security Site- Nevada
- Oak Ridge Office- Tennessee
- Portsmouth/Paducah Project Office (PPPO)- Kentucky/ Ohio
- Savannah River Operations Office- South Carolina

- Separations Process Research Unit (SPRU)- New York
- Stanford Linear Accelerator Center (SLAC)- California
- West Valley Demonstration Project Office- New York

F.3 PERIOD OF PERFORMANCE

(a) The contract ordering period shall be two (2) years from the effective date of this contract.

Each task order issued by the Contracting Officer will identify a specific period of performance for that task order. Issuance of task orders will not occur beyond the end of the contract ordering period. Performance of all Task Orders issued before the end of the Contract ordering period shall not exceed 2 years beyond the end of the Contract ordering period.

Year 1 through Year 2 of the ordering period will be as follows:

Year 1 – December 22, 2022 through December 21, 2023

through

Year 2 – December 22, 2023 through December 21, 2024

(b) All T&M task orders shall not exceed 3 years.

F.4 DELIVERABLES

Deliverables will be specified in each task order issued under the basic IDIQ contract. The Contractor shall provide the deliverables specified in each task order in accordance with the schedule requirements specified in each task order.

F.5 NORMAL HOURS OF OPERATION

- (a) The DOE's normal hours of operation are Monday through Friday (except Federal Holidays) between the hours of 6:00 a.m. and 6:00 p.m. Some of the DOE Sites or specific support activities may require an alternate work schedule, and the Contractor may be asked to provide support outside of DOE's normal hours of operation. The Contractor shall provide support services on a schedule as specified in the individual task order.
- (b) Hours worked in excess of 80 hours per 2-week period may be required during performance any task orders issued under this contract. Additional hours or days worked

outside of the task order specified schedule, require approval by the CO for the task order under which the work is being performed.

SECTION G

CONTRACT ADMINISTRATION DATA

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

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 PROJECT MANAGER (OCT 2014)

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

The Project 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) Technical correspondence. 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.
- (c) Information regarding correspondence addresses and contact information is as follows:
 - (1) Contracting Officer
 - (A) Name: Courtney Stallworth
 - (B) Telephone number: 513-246-0479
 - (C) Address: 550 Main Street, Room 7-010 Cincinnati, OH 45202
 - (D) Email address: Courtney.stallworth@emcbc.doe.gov

(2) Contracting Officer's Representative

(A) Name: Kimberly Kopf

(B) Telephone number: 202-281-5171

(C) Address: U.S. Department of Energy Headquarters

1000 Independence Avenue Washington, D.C. 20585

(D) Email Address: <u>kimberly.knopf@em.doe.gov</u>

(3) Contracting Specialist

(A) Name: TBD

(B) Telephone number: TBD

(C) Address: TBD

(D) Email address: TBD

G.5 DOE-G-2005 BILLING INSTRUCTIONS (APR 2020) (Applies to Firm-Fixed-Price Task Orders Only) (REVISED)

- (a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under the contract.
- (b)Contractors shall submit vouchers electronically through the DOE Office of Finance and Accounting's Vendor Invoicing Portal and 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 Contractor's voucher shall include a breakdown of the percentage of cost of contract performance incurred for Contractor personnel and the cost of contract performance incurred for subcontractor personnel. This information will be utilized to monitor compliance with FAR 52.219-14, Limitations on Subcontracting, as applicable on an IDIQ contract basis.

G.6 DOE-G-2005 BILLING INSTRUCTIONS – ALTERNATE I (APR 2020) (Applies to Time-And-Materials Task Orders Only)

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

- (b) Contractors shall submit vouchers electronically through the DOE Office of Finance and Accounting's Vendor Invoicing Portal and 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 and task order (if applicable) of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract.
 - (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) The total fee billed, retainage amount, and available fee must be shown.
 - (F) If task orders or task assignments are issued under this contract, the Contractor must prepare a Statement of Cost for each task order work assignment and a summary for the total invoiced cost.
 - (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, the labor cost per category, and any claimed overtime; 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) Any cost sharing or in-kind contributions incurred by the Contractor and/or third party during the billing period must be included.
- (C) 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.
- (D) All claimed subcontractor costs must be supported by submitting the same detail as outlined herein.

G.7 DOE-G-2007 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING (NOV 2021)

- (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 https://www.cpars.gov. It is recommended that the Contractor take the overview training 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 fourteen (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 unique entity identifier, a single assessment will be prepared for the joint venture using its CAGE code and unique entity identifier. If the joint venture does not have a unique CAGE code and unique entity identifier, 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:

Name:
Title: Director of Accounting, II
Phone Number:

Mailing Address:

G.10 INDIVIDUALS AUTHORIZED TO ISSUE ORDERS

The following personnel are authorized to issue task orders under this contract:

Any duly appointed EMCBC DOE Contracting Officer

SECTION H – SPECIAL CONTRACT REQUIREMENTS

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

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

H.2 DOE-H-2018 PRIVACY ACT SYSTEM OF RECORDS (OCT 2014) (Revised)

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-3	Employee Concerns Program Records
DOE-5	Personnel Records of Former Contractor Employees
	(includes all former workers)
DOE-11	Emergency Operations Notification Call List
DOE-13	Payroll & Leave Records
DOE-14	Report of Compensation
DOE-26	Official Travel Records
DOE-28	General Training Records
DOE-33	Personnel Medical Records (present and former DOE
	employees and Contractor employees)
DOE-34	Employee Assistance Program (EAP) Records
DOE-43	Personnel Security Clearance Files
DOE-48	Security Education and/or Infraction Reports
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-53	Access Authorization for ADP Equipment
DOE-55	FOIA/PA Requests for Records
DOE-63	Personal Identity Verification (PIV) Files

If the above list does not address all of the systems of records that are generated based on contract performance, then the Contractor shall notify the CO as soon as the discrepancy

is discovered. The Contractor shall monitor the identified systems and notify the CO immediately if there is a change to an existing system or if a new system is needed. Lack of notification does not exempt the Contractor from complying with the Privacy Act. To ensure that systems are monitored consistently, the Contractor must review the list annually and notify the CO, in writing, that the list is accurate and up to date.

The above list shall be revised by mutual agreement between the Contractor and the CO, in consultation with the local Privacy Act Officer and/or General Counsel, as necessary, to keep it current. A formal modification to the contract is not required to incorporate these revisions; however, the revisions become effective upon mutual written agreement of the parties. The mutually agreed-upon revisions shall have the same effect as if they were actually among the systems listed in the table above, for the purpose of satisfying the listing requirement contained in paragraph (a)(1) of the contract clause for FAR 52.224-2 entitled, *Privacy Act*. The revisions will be formally incorporated at the next convenient contract modification. Additional information on Privacy Act Systems of Records can be found on the DOE Privacy Office home page.

FAR 52.224-1 entitled, *Privacy Act Notification*, FAR 52.224-2 entitled, *Privacy Act*, and FAR 52.224-3 entitled, *Privacy Training* are mandatory flow-down clauses that must be included in any subcontract requiring design, development, or operation of a Privacy Act system of records, including third-party medical services contracts. Such subcontracts also require flow down of clauses specifically identifying applicable Privacy Act systems of records into the subcontracts. For example, medical services contracts must include the substance of this clause identifying system of records DOE-33, *Personnel Medical Records*, along with language on records turnover when employees terminate. Subcontracts must also contain scope requirements necessary to ensure DOE and contractor compliance with applicable records management and Privacy Act requirements.

H.3 DOE-H-2029 POSITION QUALIFICATIONS (OCT 2014)

The Contractor shall provide personnel for the performance of this contract, whether employees of the Contractor or employees of a subcontractor, which satisfy as a minimum the applicable labor category qualifications, both education and experience, set forth in the "Position Descriptions and Minimum Qualifications" in Section J, Attachment J-4, except as the Contracting Officer may otherwise authorize.

H.4 DOE-H-2030 SECTION 8(a) DIRECT AWARDS (FEB 2018)

- (a) This contract is issued as a direct award between the Department of Energy (DOE) and the Contractor pursuant to a Partnership Agreement between the Small Business Administration (SBA) and DOE. In accordance with the SBA-DOE Partnership Agreement, SBA has delegated to DOE, for re-delegation to warranted DOE Contracting Officers, its authority to enter into prime contracts with eligible 8(a) participants in accordance with section 8(a) (1)(A) of the Small Business Act. SBA retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program.
- (b) DOE is responsible for administering the contract and acting on behalf of the Government under the terms and conditions of the contract. DOE may assign contract administration functions to another Government contract administration office. However, DOE shall provide advance notice to the SBA before it issues any final notice terminating performance, either in whole or in part, under the contract; and DOE shall obtain SBA's approval prior to processing any novation agreement.
- (c) The Contractor shall notify the DOE Contracting Officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based relinquish ownership or control of such, or enter into any agreement to relinquish such ownership or control. Consistent with 15 U.S.C. 637(a) (21), transfer of ownership or control shall result in termination of the contract for the convenience of the Government, unless SBA waives the requirement for termination.
- (d) Even though SBA may not be identified in Section A of the contract, it is still the prime contractor on the contract. The 8(a) participant remains the SBA's subcontractor.

H.5 DOE-H-2033 ALTERNATIVE DISPUTE RESOLUTION (OCT 2014)

- (a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, DOE and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.
- (b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in

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

- (c) Either party may request that the ADR process be used. The Contractor shall make a written request to the Contracting Officer, and the Contracting Officer shall make a written request to the appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed upon process.
- (d) ADR procedures may be used at any time that the Contracting Officer has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a Contracting Officer's final decision under the clause at FAR 52.233-1, Disputes, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision and does not constitute reconsideration of the final decision.
- (e) If the Contracting Officer rejects the Contractor's request for ADR proceedings, the Contracting Officer shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the Contracting Officer's request to use ADR procedures, the Contractor shall provide the Contracting Officer with the reasons for rejecting the request.

H.6 DOE-H-2034 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES (OCT 2014) (Revised)

The Government may award contracts to other contractors for work to be performed at a DOE-owned or –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 and seek CO direction if there is an unresolved conflict.

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

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

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

H.8 DOE-H-2041 SUSTAINABLE ACQUISITION UNDER DOE SERVICE CONTRACTS (OCT 2014) (Revised)

- (a) Pursuant to Executive Order13990, Protecting Public Health and the Environment and Restoring Science to Tackle the Climate Crisis, 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 http://epa.gov/cpg
 - (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/snap.index.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 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.9 DOE-H-2047 FEDERAL HOLIDAYS AND OTHER CLOSURES (JUL 2021) – ALTERNATE I (JUL 2021) FEDERAL HOLIDAYS AND OTHER CLOSURES (JUL 2021) - ALTERNATE I

(a) Designated Federal holidays.	Federal employees observe the following Federal
holidays:	
•	
(1) New Year's Day;	

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

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

- (b) Other Federal Holidays. In addition to the holidays specified above in paragraph (a), Federal employees may observe other holidays designated by Federal Statute, Executive Order, or Presidential Proclamation as a one-time, day-off such as Inauguration Day for the President of the United States.
- (c) Unscheduled closures. Occasionally, an individual Federally-owned or -controlled site or facility will be closed or have an early closure on a normal work day for other

reasons such as inclement weather or facility conditions. If an unplanned closure occurs, the Contractor will be notified as soon as possible after the determination that the Federally-owned or -controlled site or facility will be closed.

- (d) The Contractor shall provide the services required by the contract at Federally-owned or -controlled sites or facilities on all regularly scheduled Federal work days and other days as may be required by the contract. The Contractor shall not provide the services required by the contract on those days, or portions thereof, specified in paragraphs (a), (b) and (c), except as required under paragraph (e). Accordingly, the Contractor's employees, whose regular duty station in performance of this contract is a Federally-owned or -controlled site or facility, shall not be granted access to the facility during those times specified in paragraphs (a), (b) and (c), unless required by paragraph (e) below.
- (e) There may be times that the Contractor is required to perform the services required by the contract on a Federal holiday or other closure times. In the event that such performance is required, the Contracting Officer will notify the Contractor, in writing, and specify the extent to which performance of the contract will be required. The Contractor shall provide sufficient personnel to perform the contractually-required work on those days, as directed by the Contracting Officer.
- (f) In accordance with the payment and other applicable clauses of the contract, the Government will not pay the Contractor for its employees' regularly scheduled work hours not actually provided directly in performance of the contract due to an unscheduled closure as contemplated in paragraphs (b) and (c) above.
- (g) 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.10 DOE-H-2049 INSURANCE REQUIREMENTS (OCT 2014)

(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.11 DOE-H-2053 WORKER SAFETY AND HEALTH PROGRAM IN ACCORDANCE WITH 10 CFR 851 (OCT 2014)

- (a) The Contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, Worker Safety and Health Program, and any applicable DOE Directives incorporated into the contract. The Contractor shall develop, implement, and maintain a written Worker Safety and Health Program (WSHP) which shall describe the Contractor's method for complying with and implementing the applicable requirements of 10 CFR 851. The WSHP shall be submitted to and approved by DOE. The approved WSHP must be implemented prior to the start of work. In performance of the work, the Contractor shall provide a safe and healthful workplace and must comply with its approved WSHP and all applicable federal and state environment, health, and safety regulations.
- (b) The Contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. When more than one contractor works in a shared workplace, the Contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. The Contractor shall participate in all emergency response drills and exercises related to the Contractor's work and interface with other DOE contractors.
- (c) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer

Representative (COR). Upon request, the Contractor shall provide to the COR a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for work performed at DOE facilities.

- (d) The Contracting Officer may notify the Contractor, in writing, of any noncompliance with the terms of this clause, and the corrective action(s) to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action(s).
- (e) In the event that the Contractor fails to comply with the terms and conditions of this clause, the Contracting Officer may, without prejudice to any other legal or contractual rights, issue a stop-work order halting all or any part of the work. Thereafter, the Contracting Officer may, at his or her discretion, cancel the stop-work order so that the performance of work may be resumed. The Contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule due to any stop-work order issued under this clause.
- (f) The Contractor shall flow down the requirements of this clause to all subcontracts at any tier.
- (g) In the event of a conflict between the requirements of this clause and 10 CFR 851, the requirements of 10 CFR 851 shall take precedence.

H.12 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.13 DOE-H-2063 CONFIDENTIALITY OF INFORMATION (FEB 2022)

- (a) Performance of work under this contract may result in the Contractor having access to confidential information via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such confidential information includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Government or other companies or organizations. The Contractor shall treat this information as confidential and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the Contracting Officer.
- (b) The restrictions set out in paragraph(a) above, however, do not apply to -
- (1) Information which, at the time of receipt by the Contractor, is in the public domain;
- (2) Information which, subsequent to receipt by the Contractor, becomes part of the public domain through no fault or action of the Contractor;
- (3) Information which the Contractor can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained by performing work under this contract;
- (4) Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence; or
- (5) Information which is subject to release under applicable law.
- (c) 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 or the Office of Special Counsel 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.
- (d) 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.

- (e) Upon request of the Contracting Officer, the Contractor agrees to execute an agreement with any party which provides confidential information to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of confidential information obtained by the Contractor. A copy of the agreement, which shall include all material aspects of this clause, shall be provided to the Contracting Officer for approval.
- (f) 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.
- (g) The Contractor agrees to flow down this clause to all subcontracts issued under this contract.

H.14 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-2, in implementing the requirements of this clause. The Contracting Officer, may, at any time, unilaterally amend this clause in order to add, modify or delete specific requirements.

H.15 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

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

H.16 DOE-H-2068 CONFERENCE MANAGEMENT (OCT 2014) (APPLIES TO TIME-AND-MATERIALS 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.
 - 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.
- j) Once funds have been expended on a non-sponsored conference, contractors may not authorize the use of their trademarks/logos for the conference, provide the conference planners with more than \$10,000 for specified individuals to participate in the conference, or provide any other sponsorship funding for the conference. If a Contractor does so, its expenditures for the conference may be deemed unallowable.

H.17 DOE-H-2069 PAYMENT FOR DOMESTIC EXTENDED PERSONNEL ASSIGNMENTS (OCT 2014) (Revised)

- (a) Definition. For purposes of this clause, "domestic extended personnel assignments" are defined as any assignment of contractor personnel to a domestic location different than (and more than 50 miles from) their permanent duty station for a period expected to exceed 30 consecutive calendar days.
- (b) For domestic extended personnel assignments, the Contractor shall be reimbursed the lesser of temporary relocation costs (Temporary Change of Station allowances as described in the Federal Travel Regulation at §302-3.400 §302-3.429) or a reduced per diem (Extended Travel Duty) in accordance with the allowable cost provisions of the contract and the following:
 - (1) When a reduced per diem method (Extended Travel Duty) is utilized, the allowances are as follows:

- (i) Lodging. For the first 60 days and last 30 days of the assignment, the Government will reimburse costs associated with lodging at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. The intervening days' lodging will be reimbursed at the lesser of actual cost or 55% of Federal per diem.
- (ii) Meals and Incidental Expenses. For the first 30 days and last 30 days of the assignment, the Government will reimburse costs associated with meals and incidental expenses (M&IE) at a rate not to exceed 100% of the Federal per diem rate at the assignment location. The intervening days M&IE will be reimbursed at a reduced rate, not to exceed 55% of Federal per diem.
- (iii)Receipts are required to substantiate all lodging expenses and any other authorized expense greater than \$75.
- (2) The Government will not reimburse any costs associated with per diem (except for enroute travel) unless the contractor employee maintains a residence at the permanent duty station.
- (3) The Government will not reimburse costs associated with salary premiums, per diem, lodging, or other subsidies for contractor employees on domestic extended personnel assignments after three (3) years (except for the reimbursements described above during the last 30 days of the assignment).
- (4) If an assignment has breaks within a three-year period, the calculation of the total length of the assignment will be as follows: If the break between assignments is less than 12 months, the Government will consider the assignment continuous for purposes of the three-year clock. For instance, if a contractor employee completes a two-year assignment at location A and returns to his/her permanent duty station for 12 months, a subsequent new two-year assignment back to location A will restart the three-year clock. The assignments will be considered two separate two-year assignments. On the other hand, if in the previous example the employee's return to his/her permanent duty station was for six months, the Government would consider the second assignment to be a continuation of the first for purposes of the three-year rule.
- (5) The Government will not reimburse costs associated with salary premiums that exceed 10% of base salary.
- (6) The Contractor shall include the substance of this clause in all subcontracts in which travel will be reimbursed at cost.

H.18 DOE-H-2075 PROHIBITION ON FUNDING FOR CERTAIN NONDISCLOSURE AGREEMENTS (OCT 2014)

The Contractor agrees that:

- (a) No cost associated with implementation or enforcement of nondisclosure policies, forms or agreements shall be allowable under this Contract if such policies, forms or agreements do not contain the following provisions: "These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive Orders and statutory provisions are incorporated into this agreement and are controlling."
- (b) The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (c) Notwithstanding the provisions of paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

H.19 DOE-H-2076 LOBBYING RESTRICTIONS (NOV 2018)

In accordance with 18 U.S.C. § 1913, 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. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H.20 DOE-H-2080 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (APR 2018)

- (a) Program implementation. The Contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.
- (b) Remedies. In addition to any other remedies available to the Government, the Contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the Contractor subject to: the suspension of contract payments, or, where applicable, a reduction in award fee; termination for default; and suspension or debarment.
- (c) Subcontracts. (1) The Contractor agrees to notify the Contracting Officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the Contractor believes may be subject to the requirements of 10 CFR part 707, unless the Contracting Officer agrees to a different date.
 - (2) The DOE Prime Contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The DOE Prime Contractor shall review and approve each subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.
- (3) The Contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

H.21 DOE-H-2083 SAFETY CULTURE (FEB 2022)

The Contractor shall promote a strong safety culture which encourages safe performance of work and involvement of workers in all aspects of work performance and promotes core values that should be deeply, strongly, and consistently held by managers and workers. Contractor organizations shall foster that culture through proscribed contract actions designed to establish leadership commitment and behaviors consistent with those

values; promoting a safety conscious work environment (SCWE) in which employees are encouraged to freely raise safety concerns to management without fear of retaliation; prioritizing concerns based on safety significance; addressing and resolving those concerns in a manner that provides transparency; and supporting a questioning attitude concerning safety by all employees.

The Contractor shall:

- (a) Adopt and continuously improve Organizational Culture, Safety Culture, and SCWE, including implementation and utilization of programs/processes that support employees raising concerns without fear of retaliation. These programs/processes include, but are not limited to, the Employee Concerns Program; the Differing Professional Opinions Process; Ethics and Compliance Program/Process; and Alternative Dispute Resolution.
- (b) Continuously promote a work environment where employees are encouraged to raise concerns. The Contractor shall define expectations, rigorously reinforce those expectations, and take actions to mitigate the potential for a chilling effect.
- (c) Conduct business in a manner fully transparent to DOE. Activities are demonstrated by open, clear, and well-communicated management actions and technical and project documentation. Identified issues and trends are proactively shared with DOE.
- (d) Champion programs which encourage a culture that promotes proactive self-identification and reporting of issues that identifies and takes action on systemic weaknesses leading to sustained continuous self-improvement.
- (e) Champion programs which encourage and emphasize the following safety culture attributes as described in DOE-G-450.4-1C ISM Guide, Attachment 10, "Safety Culture Focus Areas and Associated Attributes."

(1) Leadership

- (i) Demonstrated safety leadership
- (ii) Risk-informed, conservative decision making
- (iii) Management engagement and time in the field
- (iv) Staff recruitment, selection, retention, and development
- (v) Open communication and fostering an environment free from retribution

- (vi) Clear expectation and account
- (2) Employee/Worker Engagement
 - (i) Personal commitment to everyone's safety
 - (ii) Teamwork and mutual respect
 - (iii) Participation in work planning and improvement
 - (iv) Mindfulness of hazards and controls
- (3) Organizational Learning
 - (i) Credibility, trust, and reporting errors and problems
 - (ii) Effective resolution of reported problems
 - (iii) Performance monitoring through multiple means
 - (iv) Use of operations experience
 - (v) Questioning attitude

H.22 DOE-H-7016 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS (SEP 2017)

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

H.23 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 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 (Alt I & II).
- (e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor shall include this clause in all subcontracts to the extent necessary to ensure the Contractor's compliance with these requirements.

H.24 CONTRACTOR EMPLOYEE TRAINING

- (a) The Contractor shall provide fully qualified and trained personnel from its own resources to support the requirements of this contract. DOE may provide training assistance at its discretion at no cost to the Contractor. All training must be approved by the COR. Overtime costs associated with training will not be reimbursed by the Government.
- (b) The Contractor shall ensure that all employees who perform services under this contract attend mandatory DOE-provided security and/or safety training, as directed by the Contracting Officer's Representative or other duly authorized official (usually within 30 calendar days of the first date of performance on this contract and at least once annually thereafter). The Contractor shall ensure that every employee expected to work on federal property is instructed to safely and competently perform the work.

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.26 ACCESS TO DOE OWNED OR LEASED FACILITIES

- (a) The performance of this contract requires that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive a Federal credential or security badge that allows such physical access. The Contractor further understands that it must propose employees whose background offers the best prospect of obtaining a Federal credential/security badge approval for access. The Contractor shall consider the following potential disqualifies which are not all inclusive and may vary depending on access requirements:
- (i) is or is suspected of being a terrorists
- (ii) is the subject of an outstanding warrant;
- (iii) has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;
- (iv) has presented false or forged identity source documents;
- (v) has been barred from Federal employment;
- (vi) is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer or
- (vii) is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer
- (b) The Contractor shall ensure:

- (i) In initiating the process for gaining physical access: (1) compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE; (2) that the employee properly completes any forms; and (3) that the employee(s) submits the forms to the person designated by the CO.
- (ii) In completing the process for gaining physical access, that its employee (1) cooperates with DOE officials responsible for granting access to DOE-owned or leased facilities and (2) provides additional information, requested by those DOE officials.
- (c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. To obtain a security badge employees must be US Citizens. Upon notice from DOE that an employee's application for a Federal credential/security badge is or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph (b)(i) of this clause or the substitute employee. The denial of a Federal credential/security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Contract or any contractor claim against DOE.
- (d) The Contractor shall return to the CO or designee that badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access of DOE-owned or leased faiclities by the Contractor's employee(s), upon (1) the termination of this Contract; (2) the expiration of this Contract; (3) the termination of employment on this Contract by an inividual employee; or (4) demand by DOE for return of the badge.
- (e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE-owned or leased facilities.

H.27 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. 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.28 CONTRACT PARTICIPATION BY FOREIGN NATIONALS

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

H.29 CONTRACTOR PERSONNEL REQUIREMENTS

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

DOE Background Investigations are required for Contractor personnel assigned to work on-site. For those employees who were employed under the previous contract, the security file must be updated to reflect the Contractor's information.

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

H.30 TASK ORDERING PROCEDURE

- (a) A Task Order may be issued under this Master IDIQ contract for any work scope covered by Section C, Performance Work Statement. Task orders may be issued as Firm-Fixed-Price (FFP) or Time-and-Materials (T&M).
- (b) All Task Orders shall be completed in accordance with the Master IDIQ contract requirements, in addition to the requirements as stated within the Task Order. In the event of a conflict between the Task Order and the Contractor's Task Order proposal, the Task Order shall prevail.
- (c) Prior to issuing a Task Order, the CO will provide the Contractor with a Request for Task Order Proposal (RTP) including, at a minimum, the following:
 - (1) A Task Order PWS providing the functional description/requirements of the work, deliverables, Government-furnished items (if any), and period of

- performance, as well as identifying the objectives or results desired from the contemplated Task Order;
- (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met;
- (3) The requirements for the Contractor's Task Order proposal (see reference paragraph (f) below); and
- (4) A response time for submitting the Task Order proposal.
- (d) Task Orders will be issued on forms specified and provided by the Government. Task orders will be numbered. All Task Order modifications will be issued in writing on a Standard Form 30 and will be numbered sequentially.
- (e) If time constraints do not permit issuance of a fully defined Task Order in accordance with the procedures described in this clause, the CO may issue an undefinitized task order which includes a Not-To-Exceed ceiling cost/price for which all the terms and conditions will be subsequently negotiated and definitized at a later date. This will only apply in exceptional circumstances, and the Contractor shall support the definitization schedule established by the Government.
- (f) The Contractor's Task Order Proposals shall include the following, as applicable to individual Task Orders (1):
 - (i) Discussion of the technical approach for performing the work;
 - (ii) Date of commencement of work and any necessary revision to the schedule of performance stipulated by the Government;
 - (iii)A detailed schedule including, but not limited to, key milestones identified in the Government PWS and/or the Contractor's technical approach;
 - (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) 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 included in Section J, Attachment J-8 Schedule of Fully Burdened Labor Rates and meeting the minimum qualifications specified in Attachment J-4 Position Descriptions and Minimum Qualifications, for applicable labor categories, historical data, competition, or other appropriate industry standard);
 - (vi)Proposed deviations (if any) from the stated PWS requirements; and,
 - (vii)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) A total firm-fixed-price utilizing the rates included in Section J, Attachment J-8 Schedule of Fully Burdened Labor Rates and meeting the minimum qualifications specified in Attachment J-4 Position Descriptions and Minimum Qualifications, for applicable labor categories and the proposed task specific number of hours for the completion of the work described in the Task Order PWS by the schedule of performance. The firm-fixed-price proposed by the Contractor shall incorporate all anticipated costs including fully-burdened labor, travel, materials, equipment, and other direct costs. In addition, the firm-fixed-price shall include any indirect costs and profit associated with the travel, materials, equipment, and other direct costs;
 - (ii) 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 J, Attachment J-8 Schedule of Fully Burdened Labor Rates;
 - (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)Other Direct Costs (e.g., Materials, Supplies, Equipment, Training, Software Licenses, 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;
 - (v) 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:
 - (i) A total ceiling price utilizing the established fully-burdened labor rates in Section J, Attachment J-8 Schedule of Fully Burdened Labor Rates and the proposed not-to-exceed number of hours to perform the work described in the PWS 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, materials, equipment, and other direct

- costs. In addition, the ceiling price shall include any indirect costs associated with the travel, materials, equipment, and other direct costs;
- (ii) 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 J, Attachment J-8 Schedule of Fully Burdened Labor Rates;
- (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)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;
- (v) 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. After review and any necessary discussions, the CO may issue a Task Order to the Contractor containing, as a minimum, the following:
 - (1) Date of the order.
 - (2) Contract number and Task Order number.
 - (3) PWS identifying the objectives or results desired from the Task Order, including special instructions or other information necessary for performance of the work.
 - (4) Performance standards, and where appropriate, quality assurance standards.
 - (5) The Price of the Task Order (that is, as applicable, the Firm-Fixed-Price or T&M ceiling value, as those terms are used in the Federal Acquisition Regulation), and the Maximum dollar amount authorized (total Task Order value).
 - (6) Any other resources (e.g., travel, materials, equipment, facilities) authorized.
 - (7) Delivery/performance schedule including start and end dates.

- (8) Accounting and appropriation data.
- (h) The Contractor shall provide acknowledgement to the CO of receipt of the Task Order within two business days after receipt.
- (i) The Contractor shall deliver all Task Order specific deliverables as stated in the Task Order.

H.31 CONTRACTOR'S QUALITY ASSURANCE PROGRAM

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

H.32 IDIQ SCHEDULE OF RATES REOPENER CLAUSE

As of the date of this IDIQ contract award, an audit effort assisting the Contracting Officer in negotiating fully burdened labor rates is not completed for the two-year ordering period under this IDIQ contact. An audit effort will ensure proposed base labor rates and applied indirect rates are reasonable and realistic, as well as, ensuring individuals meet and/or exceed the minimum labor qualifications established under Section J, Attachment J-8, IDIQ Schedule of Fully Burdened Labor Rates and Section J, Attachment J-4, Position Qualifications & Job Descriptions. Therefore, no rates are currently included in the Attachment J-8, IDIQ Schedule of Fully Burdened Labor Rates. DOE and the Contractor will negotiate fully burdened labor rates on each task order as the requirement is known. Once those rates are negotiated Section J, Attachment J-8 will be reopened and the rates will be added at that time.

The parties agree the negotiated fully burdened labor rates, in Section J, Attachment J-8 is subject to adjustment based on the results of the subsequent audit effort and the resolution of audit findings is limited to base labor rates, proposed individuals meeting or exceeding stated minimum labor qualifications, and indirect rates. The Contracting Officer reserves the right to make a final determination based on the audit. Failure of the parties to agree with the Contracting Officer's final decision shall be subject to the Disputes Clause of this contract. However, nothing in this clause nor in a Contracting Officer's final decision shall relieve the contractor from performing in accordance with the terms of the contract.

The Contracting Officer may unilaterally modify the amount of any task order warranting adjustment due to a revision to the IDIQ Schedule of Fully Burden Labor Rates (as adjusted

pursuant to this clause). Adjustments to the fully burdened labor rates, in Section J, Attachment J-8, will be applied to all open/active task orders that utilize the two-year ordering period labor rates. After settlement of the fully burdened labor rates, due to audit results, the contractor will retroactively apply the negotiated fully burdened labor rates to the beginning of each open/active task order that utilize the two-year ordering period labor rates. Note: Adjustments resulting from this clause will not result in a change to the IDIQ maximum value of services.

SECTION I

CONTRACT CLAUSES

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

 $\frac{http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation}{regulation}$

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see
1100	Reference		FAR 52.104(d))
I.2	FAR 52.202-1	Definitions (JUN 2020)	NONE
I.3	FAR 52.203-3	Gratuities (APR 1984)	NONE
I.4	FAR 52.203-5	Covenant Against Contingent Fees (MAY 2014)	NONE
1.5	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (JUN 2020)	NONE
I.6	FAR 52.203-7	Anti-Kickback Procedures (JUN 2020)	NONE
I.7	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)	NONE
1.8	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)	NONE
1.9	FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 2020)	NONE
I.10	FAR 52.203-13	Contractor Code of Business Ethics and Conduct (NOV 2021)	NONE
I.11	FAR 52.203-14	Display of Hotline Poster(s) (NOV 2021)	(b)(3) DOE Office of Inspector General Hotline Poster
I.12	FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (JUN 2020)	NONE

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.13	FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)	NONE
I.14	FAR 52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)	NONE
I.15	FAR 52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)	NONE
I.16	FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)	NONE
I.17	FAR 52.204-13	System for Award Management Maintenance (OCT 2018)	NONE
I.18	FAR 52.204-15	Service Contract Reporting Requirements for Indefinite Delivery Contracts (OCT 2016)	NONE
I.19	FAR 52.204-18	Commercial and Government Entity Code Maintenance (AUG 2020)	NONE
I.20	FAR 52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)	NONE
I.21	FAR 52.204-21	Basic Safeguarding of Covered Contractor Information Systems (Nov 2021) (Full-text below)	NONE
I.22	FAR 52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021)	NONE
I.23	FAR 52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)	NONE
I.24	FAR 52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021)	NONE
1.25	FAR 52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018)	NONE
1.26	FAR 52.209-10	Prohibition on Contracting With Inverted Domestic Corporations (NOV 2015)	NONE
I.27	FAR 52.210-1	Market Research (NOV 2021)	NONE
I.28	FAR 52.215-2	Audit and Records – Negotiation (JUN 2020)	NONE
1.29	FAR 52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)	NONE
1.30	FAR 52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011)	NONE

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.31	FAR 52.215-12	Subcontractor Certified Cost or Pricing Data (JUN 2020)	NONE
1.32	FAR 52.215-14	Integrity of Unit Prices (NOV 2021) Alt 1 (OCT 1997)	NONE
I.33	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997)	NONE
I.34	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)	NONE
1.35	FAR 52.215-19	Notification of Ownership Changes (OCT 1997)	NONE
I.36	FAR 52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications. (NOV 2021) - Alternate III (OCT 1997)	(c) Email, as requested by the Contracting Officer.
I.37	FAR 52.215-23	Limitations on Pass-Through Charges (JUN 2020) (Applies to T&M Task Orders Only)	NONE
1.38	FAR 52.216-7	Allowable Cost and Payment (AUG 2018), as modified by DEAR 952.216-7(Applicable only to the portion of T&M task orders that provide for reimbursement of materials at actual cost)	(a)(3) 30 th
1.39	FAR 52.216-18	Ordering (AUG 2020) (Full-text below)	(a) the effective date of contract award; the end of the contract ordering period
1.40	FAR 52.216-19	Order Limitations (OCT 1995) (Full-text below)	(a) \$1,000.00 (b)(1) the estimated maximum value in B.3(b). (b)(2) the estimated maximum value in B.3(b). (b)(3) 365 (d) 5
I.41	FAR 52.216-22	Indefinite Quantity (OCT 1995) (Full-text below)	(d) 2 years beyond the expiration date of the contract ordering period.

Clause	FAR/DEAR		Fill-In
No.	Reference	Title	Information (see
110.	Reference		FAR 52.104(d))
			Any time prior to
I.42	FAR 52.217-8	Option to Extend Services (NOV 1999)	the expiration of
1.42	17110 32.217 0	Option to Extend Services (140 v 1999)	the Task Order, as
			applicable.
			(a) TBD on Task
		Option To Extend the Term of the Contract (MAR	Order Level; TBD
I.43	FAR 52.217-9	2000) (Full-text below) Applies to task orders with an	on Task Order
		option(s) only	Level;
		1 (-)	(c) TBD on Task
Ŧ 44	EAD 52 210 0	This is a contraction of the con	Order Level
I.44	FAR 52.219-8	Utilization of Small Business Concerns (OCT 2022)	NONE (a) DOE:
T 45	FAR 52.219-11	Special 9(a) Contract Conditions (IAN 2017)	(c)DOE; DOE; (d) DOE;
I.45	FAR 32.219-11	Special 8(a) Contract Conditions (JAN 2017)	(d) DOE, (f) DOE
1.46	FAR 52.219-12	Special 8(a) Subcontract Conditions (OCT 2019) (Full-text below)	(a)UM166672353 7L/89303323DE M000087; Department of Energy (DOE) (b)Catawba-TEA, LLC (b)(1) UM1666723537L /89303323DEM0 00087 (b)(2) Department of Energy (b)(3) Department of Energy (c) Department of Energy
I.47	FAR 52.219-14	Limitations on Subcontracting (OCT 2022)	NONE

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
1.48	FAR 52.219-28	Post-Award Small Business Program Representation (OCT 2022)	(g) Contractor fill-in after award, as applicable: The Contractor represents that it _x_ is, _ is not a small business concern under NAICS Code 562910
I.49	FAR 52.222-3	Convict Labor (JUN 2003)	NONE
1.50	FAR 52.222-19	Child Labor – Cooperation with Authorities and Remedies (JAN 2022)	NONE
I.51	FAR 52.222-21	Prohibition of Segregated Facilities (APR 2015)	NONE
I.52	FAR 52.222-26	Equal Opportunity (SEPT 2016)	NONE
1.53	FAR 52.222-35	Equal Opportunity for Veterans (JUN 2020) (Full-text below)	NONE
I.54	FAR 52.222-36	Equal Opportunity for Workers with Disabilities (JUN 2020) (Full-text below)	NONE
I.55	FAR 52.222-37	Employment Reports on Veterans (JUN 2020)	NONE
1.56	FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)	NONE
I.57	FAR 52.222-41	Service Contract Labor Standards (AUG 2018)	NONE
1.58	FAR 52.222-42	Statement of Equivalent Rates for Federal Hires (MAY 2014) (Full-text below)	NONE
1.59	FAR 52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018)	NONE
I.60	FAR 52.222-50	Combating Trafficking in Persons (NOV 2021)	NONE
I.61	FAR 52.222-54	Employment Eligibility Verification (MAY 2022)	NONE
1.62	FAR 52.222-55	Minimum Wages for Contractor Workers under Executive Order 14026 (JAN 2022)	NONE
I.63	FAR 52.222-62	Paid Sick Leave Under Executive Order 13706 (JAN 2022)	NONE
I.64	FAR 52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)	NONE
1.65	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011)	NONE

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.66	FAR 52.223-6	Drug-Free Workplace (MAY 2001)	NONE
1.67	FAR 52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (Full-text below)	(b)(2) the Contracting Officer
I.68	FAR 52.223-10	Waste Reduction Program (MAY 2011)	NONE
1.69	FAR 52.223-13	Acquisition of EPEAT® – Registered Imaging Equipment (JUN 2014)	NONE
1.70	FAR 52.223-14	Acquisition of EPEAT® – Registered Televisions (JUN 2014)	NONE
I.71	FAR 52.223-15	Energy Efficiency in Energy-Consuming Products (MAY 2020)	NONE
I.72	FAR 52.223-16	Acquisition of EPEAT® – Registered Personal Computer Products (OCT 2015)	NONE
I.73	FAR 52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (AUG 2018)	NONE
I.74	FAR 52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020)	NONE
1.75	FAR 52.224-1	Privacy Act Notification (APR 1984)	NONE
I.76	FAR 52.224-2	Privacy Act (APR 1984)	NONE
I.77	FAR 52.224-3	Privacy Training (JAN 2017)	NONE
I.78	FAR 52.225-1	Buy American – Supplies (OCT 2022)	NONE
I.79	FAR 52.225-13	Restrictions on Certain Foreign Purchases (FEB 2021)	NONE
I.80	FAR 52.227-1	Authorization and Consent (JUN 2020)	NONE
I.81	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (JUN 2020)	NONE
I.82	FAR 52.227-3	Patent Indemnity (APR 1984)	NONE
I.83	FAR 52.227-14	Rights in Data – General (MAY 2014) – Alt V (DEC 2007) (as modified by DEAR 927.409)	NONE
I.84	FAR 52.227-23	Rights to Proposal Data (Technical) (JUN 1987)	TBD
1.85	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)	NONE
1.86	FAR 52.229-4	Federal, State, and Local Taxes (State and Local Adjustments (FEB 2013) (Applies to FFP task orders only)	NONE
I.87	FAR 52.232-1	Payments (APR 1984) (Applies to FFP task orders only)	NONE

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
1.88	FAR 52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts (NOV 2021) (Applies to T&M task orders only)	(h)(2) 30 th
1.89	FAR 52.232-8	Discounts for Prompt Payment (FEB 2002) (Applies to FFP task orders only)	NONE
I.90	FAR 52.232-9	Limitation on Withholding of Payments (APR 1984)	NONE
I.91	FAR 52.232-11	Extras (APR 1984) (Applies to FFP task order only.)	NONE
I.92	FAR 52.232-17	Interest (MAY 2014)	NONE
I.93	FAR 52.232-18	Availability of Funds (APR 1984)	NONE
I.94	FAR 52.232-22	Limitation of Funds (APR 1984)	NONE
I.95	FAR 52.232-23	Assignment of Claims (MAY 2014)	NONE
I.96	FAR 52.232-25	Prompt Payment (JAN 2017)	NONE
1.97	FAR 52.232-25	Prompt Payment Alternate I (FEB 2002) (Applies to T&M task orders only.)	NONE
1.98	FAR 52.232-33	Payment by Electronic Funds Transfer - System for Award Management (OCT 2018)	NONE
1.99	FAR 52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)	NONE
I.100	FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors (NOV 2021)	NONE
I.101	FAR 52.233-1	Disputes (MAY 2014) - Alternate I (DEC 1991)	NONE
I.102	FAR 52.233-3	Protest after Award (AUG 1996)	NONE
I.103	FAR 52.233-3	Protest after Award Alternate I (JUN 1985) (Applies to T&M task orders only.)	NONE
I.104	FAR 52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)	NONE
I.105	FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)	NONE
I.106	FAR 52.237-3	Continuity of Services (JAN 1991)	NONE
I.107	FAR 52.239-1	Privacy or Security Safeguards (AUG 1996)	NONE
I.108	FAR 52.242-1	Notice of Intent to Disallow Costs (APR 1984)	NONE
I.109	FAR 52.242-3	Penalties for Unallowable Costs (SEP 2021)	NONE
I.110	FAR 52.242-4	Certification of Final Indirect Costs (JAN 1997)	NONE
I.111	FAR 52.242-13	Bankruptcy (JUL 1995)	NONE
I.112	FAR 52.243-1	Changes – Fixed Price (AUG 1987); Alternate I (APR 1984) (Applies to FFP task orders for services when no supplies are to be furnished)	NONE

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.113	FAR 52.243-1	Changes- Fixed Price (AUG 1987); Alternate II (APR 1984) (Applies to FFP task order for services when supplies are to be furnished).	NONE
I.114	FAR 52.243-3	Changes – Time-and-Materials or Labor-Hours (SEP 2000) (Applies to T&M Task Orders only)	NONE
I.115	FAR 52.244-2	Subcontracts (JUN 2020)	TBD
I.116	FAR 52.244-2	Subcontracts (JUN 2020) Alt. I (JUN 2020) (Applies to T&M Task Orders only)	d) TBA upon award, as appropriate (j) None
I.117	FAR 52.244-5	Competition in Subcontracting (DEC 1996)	NONE
I.118	FAR 52.244-6	Subcontracts for Commercial Products and Commercial Services (OCT 2022)	NONE
I.119	FAR 52.245-1	Government Property (SEP 2021) as modified by DEAR 952.245-2 (Applies to FFP task orders only) and 952.245-5(Applies to T&M task orders only.)	NONE
I.120	FAR 52.245-9	Use and Charges (APR 2012)	NONE
I.121	FAR 52.246-25	Limitation of Liability – Services (FEB 1997)	NONE
I.122	FAR 52.247-1	Commercial Bill of Lading Notations (FEB 2006)	(a) Department of Energy (b) Department of Energy Contract No. UM1666723537L /893033232DEM 000087; the Contract Administration Office specified in Section G
I.123	FAR 52.247-68	Report of Shipment (REPSHIP) (FEB 2006)	NONE
I.124	FAR 52.248-1	Value Engineering (JUN 2020)	(m) UM1666723537L /89303323DEM0 00087

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.125	FAR 52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984) (Applies to FFP task orders not expected to exceed the SAT).	NONE
I.126	FAR 52.249-2	Termination for the Convenience of the Government (Fixed-Price) (Apr 2012) (Applies to FFP Task Orders expected to exceed the SAT)	NONE
I.127	FAR 52.249-4	Termination for Convenience of the Government (Services) (Short Form) (APR 1984) (Applies to FFP Task Orders only.)	NONE
I.128	FAR 52.249-6	Termination (Cost Reimbursement) (MAY 2004); Alternate IV (SEP 1996) (Applies to T&M Task Orders only)	NONE
I.129	FAR 52.249-8	Default (Fixed-Price Supply and Service) (APR 1984) (Applies to FFP task orders only)	NONE
I.130	FAR 52.249-14	Excusable Delays (APR 1984) (Applies to T&M Task Orders only.)	NONE
I.131	FAR 52.251-1	Government Supply Sources (APR 2012)	NONE
I.132	FAR 52.253-1	Computer Generated Forms (JAN 1991)	NONE
I.133	DEAR 952.202-	Definitions (FEB 2011)	NONE
I.134	DEAR 952.203- 70	Whistleblower Protection for Contractor Employees (DEC 2000)	NONE
I.135	DEAR 952.204- 2	Security Requirements (AUG 2016)	NONE
I.136	DEAR 952.204- 70	Classification/Declassification (SEP 1997)	NONE
I.137	DEAR 952.204- 73	Facility Clearance (Aug 2016) (DEVIATION) (Issued by DOE Policy Flash 2021-14)	NONE
I.138	DEAR 952.204- 75	Public Affairs (DEC 2000)	NONE
I.139	DEAR 952.204- 77	Computer Security (AUG 2006)	NONE
I.140	DEAR 952.208- 70	Printing (APR 1984)	NONE
I.141	DEAR 952.209- 72	Organizational Conflicts of Interest (AUG 2009) Alt I (FEB 2011)	(b)(1)(i) 2 years
I.142	DEAR 952.219- 70	DOE Mentor-Protégé Program (MAY 2000)	NONE

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see
	1101010100		FAR 52.104(d))
I.143	DEAR 952.225- 71	Compliance with Export Control Laws and Regulations (Export Clause) (NOV 2015)	NONE
I.144	DEAR 952.226- 74	Displaced Employee Hiring Preference (JUN 1997)	NONE
I.145	DEAR 952.242- 70	Technical Direction (DEC 2000) (Full-text below)	NONE
I.146	DEAR 952.251- 70	Contractor Employee Travel Discounts (AUG 2009)	NONE
I.147	DEAR 970.5204-3	Access to and ownership of records (OCT 2014) (Deviation) (Issued by DOE Policy Flash 2015-23) (Full-text below)	NONE

Any clauses that are included in full text are listed below and include the same Section I identifier in parentheses as was used above.

FULL TEXT CLAUSES

I.19 FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

a) *Definitions*. As used in this clause—*Covered contractor information system* means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

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 websites) or simple transactional information, such as necessary to process payments.

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).

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).

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 products or commercial services, 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.37 FAR 52.216-18 ORDERING (AUG 2020)

- (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 the effective date of contract award through the end of the contract ordering period.
- (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) A delivery order or task order is considered "issued" when—
- (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

- (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
- (3) If sent electronically, the Government either—
- (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
- (ii) Distributes the delivery order or task order via email to the Contractor's email address.
- (b) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

I.38 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 the estimated maximum value of services of the basic contract identified in Section B.3 of the contract;
- (2) Any order for a combination of items in excess of the estimated maximum value of services of the basic contract identified in Section B.3 of the contract; or
- (3) A series of orders from the same ordering office within $\underline{365}$ days that together call for quantities exceeding the limitation in paragraph (b)(1) or (b)(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.39 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 2 years beyond the expiration date of the contract ordering period.

I.41 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within <u>TBD on Task Order Level</u>; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least <u>TBD on Task Order Level</u> days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed TBD on Task Order Level.

I.44 FAR 52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS (OCT 2019)

- (a) The Small Business Administration (SBA) has entered into Contract No. <u>UM1666723537L/89303323DEM000087</u> with the Department of Energy to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.
- (b) The <u>Catawba-TEA</u>, <u>LLC</u>, hereafter referred to as the subcontractor, agrees and acknowledges as follows:
 - (1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. <u>UM1666723537/89303323DEM000087</u> for the consideration stated therein and that it has read and is familiar with each and every part of the contract.
 - (2) That the SBA has delegated responsibility, except for novation agreements, for the administration of this subcontract to the <u>Department of Energy</u> with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.
 - (3) That it will notify the <u>Department of Energy Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.</u>
- (c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the Department of Energy.

I.51 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

(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 Federal Acquisition Regulation (FAR) <u>22.1301</u>.

- (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 valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, 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 to identify properly the parties and their undertakings.

I.52 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

- (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 the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, 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.57 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

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

Employee Class Monetary Wage- Fringe Benefits

Administrative Services Manager, Washington, DC \$24.35/Hour- Current Fringe Rate is \$4.80 or \$4.41 if Executive Sick Leave Applies

I.62 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL

CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

(a) Definitions. As used in this clause— "Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material content for EPAdesignated item(s) delivered and/or used in contract performance, including, if
applicable, the percentage of post-consumer material content; and (2) Submit this

estimate to the Contracting Officer.

I.138 DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000)

- (a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
- (1) Providing direction to the Contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.
- (2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
- (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.
- (b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.
- (c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that—
- (1) Constitutes an assignment of additional work outside the Statement of Work;
- (2) Constitutes a change as defined in the contract clause entitled "Changes;"

- (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (d) All technical direction shall be issued in writing by the COR.
- (e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must—
- (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
- (2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or
- (3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

I.140 DEAR 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS (OCT 2014) (DEVIATION) (Issued by DOE Policy Flash 2015-23)

(a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the contractor in its performance of this contract, including records series described within the contract as Privacy Act systems of records, shall be the property of the Government and shall be maintained in accordance with 36 Code of Federal Regulations (CFR), Chapter XII, --Subchapter B, "Records Management." The contractor shall ensure records classified as Privacy Act system of records are maintained in accordance with FAR 52.224.2 "Privacy Act."

- (b) <u>Contractor-owned records</u>. The following records are considered the property of the contractor and are not within the scope of paragraph (a) of this clause.
 - (1) Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health related records and similar files), and non-employee patient medical/health-related records, except those records described by the contract as being operated and maintained by the Contractor in Privacy Act system of records.
 - (2) Confidential contractor financial information, internal corporate governance records and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);
 - (3) Records relating to any procurement action by the contractor, except for records that under 48 CFR 970.5232-3 are described as the property of the Government; and
 - (4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and
 - (5) The following categories of records maintained pursuant to the technology transfer clause of this contract:
 - (i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.
 - (ii) The contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.
 - (iii) Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.
- (c) <u>Contract completion or termination</u>. Upon contract completion or termination, the contractor shall ensure final disposition of all Government-owned records to a Federal Record Center, the National Archives and Records Administration, to a successor contractor, its designee, or other destinations, as directed by the Contracting Officer. Upon the request of the Government, the contractor shall provide either the original

contractor-owned records or copies of the records identified in paragraph (b) of this clause, to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act) as appropriate. If the contractor chooses to provide its original contractor-owned records to the Government or its designee, the contractor shall retain future rights to access and copy such records as needed.

- (d) <u>Inspection, copying, and audit of records</u>. All records acquired or generated by the Contractor under this contract in the possession of the Contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the Contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- (e) <u>Applicability</u>. This clause applies to all records created, received and maintained by the contractor without regard to the date or origination of such records including all records acquired from a predecessor contractor.
- (f) Records maintenance and retention. Contractor shall create, maintain, safeguard, and disposition records in accordance with 36 Code of Federal Regulations (CFR) Chapter XII, -- Subchapter B, "Records Management" and the National Archives and Records Administration (NARA)-approved Records Disposition Schedules. Records retention standards are applicable for all classes of records, whether or not the records are owned by the Government or the contractor. The Government may waive application of the NARA-approved Records Disposition Schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies of records described in paragraph (b) and delivery of records described in paragraph (a) of this clause.

(g) Subcontracts.

(1) The contractor shall include the requirements of this clause in all subcontracts that contain the Radiation Protection and Nuclear Criticality clause at 952.223–72, or whenever an on-site subcontract scope of work (i) could result in potential exposure to: A) radioactive materials; B) beryllium; or C) asbestos or (ii) involves a risk associated with chronic or acute exposure to toxic chemicals or substances or other hazardous materials that can cause adverse health impacts, in accordance with 10

CFR part 851. In determining its flow-down responsibilities, the Contractor shall include the requirements of this clause in all on-site subcontracts where the scope of work is performed in: (A) Radiological Areas and/or Radioactive Materials Areas (as defined at 10 CFR 835.2); (B) areas where beryllium concentrations exceed or can reasonably be expected to exceed action levels specified in 10 CFR 850; (C) an Asbestos Regulated area (as defined at 29 CFR 1926.1101 or 29 CFR 1910.1001); or (D) a workplace where hazard prevention and abatement processes are implemented in compliance with 10 CFR 851.21 to specifically control potential exposure to toxic chemicals or substances or other hazardous materials that can cause long term health impacts.

(2) The Contractor may elect to take on the obligations of the provisions of this clause in lieu of the subcontractor, and maintain records that would otherwise be maintained by the subcontractor.

SECTION J

List of Documents, Exhibits, and Other Attachments Section J- List of Attachments

ATTACHMENT J-1	Deliverables
ATTACHMENT J-2	Requirement Sources and Implementing Documents (List A) and List of Applicable DOE Directives (List B)
ATTACHMENT J-3	Wage Determinations
ATTACHMENT J-4	Position Descriptions and Minimum Qualifications
ATTACHMENT J-5	Organizational Conflicts of Interest Disclosure
ATTACHMENT J-6	Contract Security Classification Specification Form
ATTACHMENT J-7	Notice of Non-Disclosure Form
ATTACHMENT J-8	Schedule of Fully Burdened Labor Rates

SECTION J- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

ATTACHMENT J-1: DELIVERABLES

The table below summarizes the specific products the Contractor shall submit to the DOE, the type of action DOE will perform, and the date/timeframe that the Contractor shall submit the product. Durations stated in the table are in calendar days unless otherwise noted.

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

- Approval The Contractor shall provide the deliverable to DOE for review and approval. Contractor is responsible for obtaining DOE approval. The initial deliverable shall be of sufficient quality, depth, thoroughness, and format to support DOE approval. DOE will review the deliverable and provide comments in writing. DOE comments will be discussed with the Contractor and the Contractor shall provide written responses. The Contractor shall re-write the documents to incorporate all DOE mandatory comments. Once DOE approves a deliverable or document, the Contractor shall place it under change control and shall make no changes to that document without further DOE approval.
- Information The Contractor shall provide the deliverable to DOE for information purposes. DOE will have the option of reviewing the information and providing comments. Contractor shall respond in writing to all written comments.
- Concurrence The Contractor shall provide the deliverable to DOE for concurrence.
 DOE will have the option of reviewing the information and providing comments.
 Contractor shall respond in writing to all written comments.

The list of Deliverables may not include all required deliverables identified in other applicable sections of the Contract, Task Orders, subtasks, DOE directives, federal regulations, or regulatory documents. However, the deliverables listed below are applicable to the entire Contract. The Contractor shall be responsible for the compliance with all applicable standards, orders and regulations under the Contract.

	General Deliverables					
DE L#	Description	PWS Element	Frequency*	Submit to	Approval/Information/Concurrence	
1.	Non-Disclosure Agreements	C.2	As Required	СО	Information	
2.	Monthly Status Report	C.2	Monthly at time of Section G, Invoice submittal	CO/COR	Information	
3.	Recommendations/Lessons learned	C.3.2.1.1 C.3.2.1.2; C.3.2.1.4; C.3.2.2.5;and C.3.2.2.6; C.3.2.2.7	As requested or in support of the PWS	COR	Information	
4.	Transition Plan	C.3.1	Within 5 days of issuance of initial Task Order under the contract unless otherwise	CO/COR	Concurrence	
5.	Field Operations Deliverables by Task Order (including subtask name/number)	C.3.2	As Required	As Directed	Information or Approval as Directed	
6.	Regulatory and Policy Affairs Deliverables by Task Order (including subtask name/number)	C.3.2	As Required	As Directed	Information or Approval as Directed	
7.	Corporate Services Deliverables by Task Order (including subtask name/number)	C.3.2	As Required	As Directed	Information or Approval as Directed	
8.	Other Technical Services (including subtask name/number)	C.3.2	As Required	As Directed	Information or Approval as Directed	
9.	Corrective Action Plans	As required by the CO/COR	As Required; within 30 days	CO/COR as directed	Approval	

			of date of request		
10.	Organizational Conflict of Interest Management Plan	Н.7	Within 15 days after effective date of the contract and updated periodically as appropriate	СО	Approval
11.	Releases of Information	H.10	At least 14 days prior to the planned issue date	СО	Approval
12.	Workplace Substance Abuse Program Plan	H.27, 10 CFR 707	Within 10 days of contract effective date	СО	Approval
13.	Substance Abuse Program Results & Reports	Н. 27	Semi-Annually	СО	Information
14.	Implementation of Employee Assistance Program	H.27, 10 CFR 707	Within 10 days of contract effective date	СО	Approval
15.	Submit completed badging and clearance renewal documentation	C.3.2	Within 60 days of badge expiration or contract renewal date	COR	Information
16.	Quality Assurance Plan (QAP)	Н.38	Within 90 days of contract effective date	COR	Approval

SECTION J-ATTACHMENT J-2 – REQUIREMENTS SOURCES AND IMPLEMENTING DOCUMENTS

List A. Applicable Federal, State, and Local Regulations

The federal, state, and local regulations found in the Contract constitute List A, *Applicable Federal, State, and Local Regulations*, referenced in the Section H clause *Laws, Regulations, and DOE Directives*. Omission of any applicable law or regulation from the Contract does not affect the obligation of the Contractor to comply with such law or regulation. List B below contains a list of applicable DOE Directives that are required for this Contract.

List B. Applicable DOE Directives

The DOE Directives listed in the table below contain requirements relevant to the scope of work under this Contract. In most cases, the requirements applicable to the contractor are contained in a Contractor Requirements Document (CRD) attached to the DOE Directive. The Contractor is encouraged to continuously evaluate the work scope and contract requirements for opportunities to improve efficiency or creativity and propose alternative methods to those specified in the DOE directives.

Table J.1B Directives

DOE Directive (Order, Manual, Notice and Policy)	Directive Title
DOE-EM	Issuance of the Environmental Management Program
	Management Protocol, November 6, 2020
DOE O 140.1A	Interface with the Defense Nuclear Facilities Safety
	Board
DOE P 141.1*	Department of Energy Management of Cultural
	Resources
DOE O 142.2A Admin Chg. 1	Voluntary Offer Safeguards Agreement and
	Additional Protocol with the International Atomic
	Energy Agency
DOE O 142.3B Chg 1 (LtdChg)	Unclassified Foreign National Access Program
DOE O 144.1 Admin Change 1	Department of Energy American Indian Tribal
	Government Interactions and Policy
DOE O 150.1B	Continuity Programs
DOE O 151.1D	Compregensive Emergency Management System
DOE O 153.1	Departmental Radiological Emergency Management
	System
DOE O 200.1A Chg. 1	Information Technology Management

DOE Directive (Order, Manual, Notice and Policy)	Directive Title
DOE O 200.2	Information Technology Management
DOE O 203.1	Limited Personal Use of Government Office Equipment including Information Technology
DOE O 203.2	Mobile Technology Management
DOE O 205.1	Department of Energy Cyber Security Policy
DOE O 205.1C Chg. 1	Department of Energy Cybersecurity Program
DOE O 206.1 Chg. 1	Department of Energy Privacy Program
DOE O 206.2, Chg 1	Identity, Credential, and Access Management (ICAM)
DOE O 221.1B	Reporting Fraud, Waste, And Abuse to the Office of Inspector General
DOE O 221.2A	Cooperation With the Office of Inspector General
DOE O 225.1B	Accident Investigations
DOE O 226.1B	Implementation Of Department of Energy Oversight Policy
DOE O 231.1B Admin Chg. 1	Environment, Safety and Health Reporting
DOE O 232.2A Chg. 1	Occurrence Reporting and Processing of Operations Information
DOE O 241.1B Chg. 1	Scientific and Technical Information Management
DOE O 243.1C	Records Management Program
DOE O 251.1D, Chg.1	Departmental Directives Program
DOE O 252.1A Admin Chg. 1	Technical Standards Program
DOE O 311.1B, Chg.1	Equal Employment Opportunity and Diversity Program
DOE O 350.1 Chg. 7	Contractor Human Resource Management Programs
DOE O 350.3, Chg.1	Labor Standards Compliance, Contractor Labor Relations, and Contractor Workforce Restructuring Programs
DOE P 364.1	Health and Safety Training Reciprocity
DOE O 410.2 Admin Chg. 1	Management of Nuclear Materials
DOE O 411.2	Scientific Integrity
DOE 412.1A, Change 1	Work Authorization System

DOE Directive (Order, Manual, Notice and Policy)	Directive Title
DOE O 413	Program and Project Management for the Acquisition of Capital Products
DOE O 414.1D Chg. 2	Quality Assurance
DOE O 415.1 Chg. 2	Information Technology Project Management
DOE O 422.1 Chg. 4	Conduct of Operations
DOE O 426.2 Change 1 (CRD)	Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities
DOE O 435.1 Chg. 2	Radioactive Waste Management
DOE M 435.1-1 Chg.3	Radioactive Waste Management Manual
DOE O 440.1B, Change 4	Worker Protection Program for DOE (Including the National Nuclear Security Administration) Federal Employees
DOE O 442.1B	Department of Energy Employee Concerns Program
DOE O 442.2 Change 2	Differing Professional Opinions for Technical Issues Involving Environmental, Safety and Health
DOE P 451.1	National Environmental Policy Act Compliance Program
DOE O 452.4C	Security and Use Control of Nuclear Explosives and Nuclear Weapons
DOE O 452.8	Control of Nuclear Weapon Data
DOE O 457.1A	Nuclear Counterterrorism
DOE O 460.2B	Departmental Materials Packaging and Transportation Safety
DOE P 470.1B	Safeguards and Security Program
DOE O 470.3C	Design Basis Threat (DBT) Order
DOE O 470.4B Change 3	Safeguards and Security Program
DOE O 470.5	Insider Threat Program
DOE O 470.6	Technical Security Program
DOE O 471.1B	Identification and Protection of Unclassified Controlled Nuclear Information
DOE O 471.5	Special Access Programs

DOE Directive (Order, Manual, Notice and Policy)	Directive Title
DOE O 471.6 Chg. 3	Information Security
DOE O 472.2A	Personnel Security
DOE O 473.2A	Protective Force Operations
DOE O 473.3A	Protection Program Operations
DOE O 474.2 Chg. 4	Nuclear Material Control and Accountability
DOE O 475.1	Counterintelligence Program
DOE O 475.2B	Identifying Classified Information
DOE O 550.1	Official Travel
DOE O 5639.8A	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities
DOE O 5670.1A	Management and Control of Foreign Intelligence.

SECTION J- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

ATTACHMENT J-3:

Wage Determinations

See Attached.

SECTION J- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

ATTACHMENT J-4:

Position Descriptions and Minimum Qualifications

- 1. 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).
 - o Strong analytical, research and problem-solving skills.
 - o Effective oral and written communication skills at all assigned levels.
 - o 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.
- 2. Selected Labor Categories are consolidations and serve multiple specialties. The intended specialties are included in the Description and Qualifications column.
- 3. 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.
- 4. 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 For example, "other duties as assigned" applies.
- 5. DOE is not endorsing that one or more individuals are required for each labor category.
- 6. Labor categories may require an L or Q clearance as required by task order.

Category	Qualifications	Description
Engineer I	REQUIRED: Bachelor's Degree in Engineering or related field. Five years of related experience in engineering. PREFERRED: 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. Experience in work planning and scheduling, use of heavy construction equipment. Ability to obtain DOE L or Q clearance level as may be required.	 Applies engineering analysis and expertise to broadly-stated technical problems. Plans, schedules, conducts, and coordinates detailed phases of engineering work. Plans, coordinates, or prepares equipment or work specifications. Prepares conceptual studies, designs, or reports. Performs value engineering assessments and alternatives analysis. Assists DOE in developing plans and conducting walkthroughs and project assessment.

Category	Qualifications	Description
		transfer of a wide range of technologies to support nuclear cleanup, recognizing that many mission-enabling technologies are commercially available in non-nuclear industry sectors, and have been developed by entrepreneurial technologists.
Engineer II	 REQUIRED: Master's Degree in Engineering or related field. Ten years of related experience in engineering. PREFERRED: 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. Recognized certification(s) in designated discipline. Ability to obtain DOE L or Q clearance level as may be required. 	 assessments and alternatives analysis. Assists DOE in developing plans and conducting walkthroughs and project assessment. Develops documents and conducts technical reviews. Reviews project technical

Category	Qualifications	Description
		Critical Decision Review/Approval. Support technology readiness assessments and other activities designed to determine the relative maturity (readiness level) of technologies Support the sharing of knowledge and information as well as the transfer of a wide range of technologies to support nuclear cleanup, recognizing that many mission-enabling technologies are commercially available in non-nuclear industry sectors, and have been developed by entrepreneurial technologists
Engineer III	 REQUIRED: Master's in Engineering or related field. Fifteen years of related experience in engineering. PREFERRED: Professional Engineer (PE) License in related field. Extensive experience leading to an expert designation in assigned area. Extensive DOE environmental cleanup experience demonstrating expert knowledge in areas such as nuclear facility 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 in 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. 	 Reviews project technical documents, provides engineering analysis, and design reviews. Participates in Operational Readiness Reviews, Readiness

Category	Qualifications	Description
	 Recognized certification(s) in designated discipline. Ability to obtain DOE L or Q clearance level as may be required. 	 Provides Title III and facility commissioning services to assist DOE in the oversight of construction projects throughout the construction phase, including startup, readiness reviews, and Critical Decision Review/Approval. Serves as mentor and performs peer reviews of technical work products of employees at lower grades. Support technology readiness assessments and other activities designed to determine the relative maturity (readiness level) of technologies Support the sharing of knowledge and information as well as the transfer of a wide range of technologies to support nuclear cleanup, recognizing that many mission-enabling technologies are commercially available in nonnuclear industry sectors, and have been developed by entrepreneurial technologists
Engineer, Nuclear Criticality Engineer I	 REQUIRED: Bachelor's Degree in Engineering or science related field (e.g. chemistry, mathematics, physics). Five years of experience in Nuclear Criticality Safety (NCS) or related experience, including development of NCSEs or applicable experience. PREFERRED: Nuclear facility experience in supporting DOE nuclear industry criticality safety standards for operations and designs such as D&D, D&R or S&M project experience. 	

Category	Qualifications	Description
	 Recent working knowledge of MCNP, KENO or similar models and use of double contingency principle. Ability to perform independent criticality safety reviews of nuclear facilities, criticality safety evaluations, and facility safety basis documents to ensure that applicable DOE and nuclear industry requirements are met. Experience in principles of nuclear physics, chemistry, mathematics, mechanics of materials, and the ability to read process and equipment drawings. Recent working knowledge and experience with nuclear regulations and regulatory processes. Experience and knowledge with known DOE nuclear safety analysis methods. Recognized certification in designated discipline. Ability to obtain DOE L or Q clearance as may be required. 	
Engineer, Nuclear Criticality Engineer II		 Recent working knowledge of MCNP, KENO or similar models and use of double contingency principle. Knowledge of DOE and nuclear industry criticality safety standards and requirements. Ability to perform independent criticality safety reviews of nuclear facilities, criticality safety evaluations, and facility safety basis documents to ensure that applicable DOE and nuclear industry requirements are met. Experience in principles of nuclear physics, chemistry, mathematics, mechanics of materials, and the ability to read process and equipment drawings.

Category	Qualifications	Description
	 to ensure that applicable DOE and nuclear industry requirements are met. Extensive experience in principles of nuclear physics, chemistry, mathematics, mechanics of materials, and the ability to read process and equipment drawings. Recent working knowledge and experience with nuclear regulations and regulatory processes. Extensive experience and knowledge with known DOE nuclear safety analysis methods. Recognized certification in designated discipline. Ability to obtain DOE L or Q clearance as may be required. 	Experience in supporting DOE operations and designs.
Engineer, Nuclear Criticality Engineer III	 REQUIRED: Master's Degree in science or engineering related field. Fifteen years of experience in NCS or related experience, including development of NCSEs or applicable experience. PREFERRED: Expert nuclear facility experience in supporting DOE nuclear industry criticality safety standards and requirements for operations and designs such as D&D, D&R or S&M project experience. Recent working knowledge of MCNP, KENO or similar models and use of double contingency principle. Extensive experience and expert knowledge performing independent criticality safety reviews of nuclear facilities, criticality safety evaluations, and facility safety basis documents to ensure that applicable DOE and nuclear industry requirements are met. Extensive experience leading to an expert designation in assigned area. Extensive experience and expert knowledge in principles of nuclear physics, chemistry, 	

Category	Qualifications	Description
	 mathematics, mechanics of materials, and the ability to read process and equipment drawings. Extensive experience and expert knowledge with known DOE nuclear safety analysis methods. Expert knowledge and experience with DOE quality system non-destructive assay, and known safe-harbor methods. Recognized certification in designated discipline. Ability to obtain DOE L or Q clearance as may be required. 	
ESH&Q Specialist I	 REQUIRED: Bachelor's Degree in Science, Engineering, Physics, or other related field. Five years of industrial, federal, state or other governmental industrial safety or quality assurance experience. The experience is in a nuclear industrial and/or industrial remediation setting including responsibility for safety, occupational health, industrial safety, QA/QC, and/or a combination of commensurate experience for major maintenance, construction, or remediation projects/activities. PREFERRED: Related certification/professional credentials (i.e., CHP, CIH, CSP, CPEA, etc.) Two years of experience at Department of Energy operating facilities. Experience and a working knowledge of EHS regulations, codes, guidelines and QA/QC efforts. Working knowledge of NQA-1 standards. Working knowledge of DOE O 414.1D, 10 CFR 830, Subpart A Quality certification from a credited organization such as the American Society of Quality (ASQ) Significant proficiency in auditing. 	 Assures all operations are conducted in accordance with applicable safety rules and regulations. Performing Quality Assurance (QA) Independent Assessments, Audits and Surveillances of contractor activities. Perform surveillance activities including safety and occupational health management, surveillance, compliance inspections, and safety enforcement on projects. Perform incident investigations including causal analysis, job hazard analysis, recordkeeping, day-to-day regulatory compliance, conducting inspections and audits. Reviews and assessments include, but are not limited to, Readiness Assessments (RA), Operational Readiness Reviews (ORR), Integrated Safety Management System Radiological Controls, Occupational Safety and Health, and Waste Management and Transportation Compliance.

Category	Qualifications	Description
Category	Recognized certification in designated discipline. Ability to obtain DOE L or Q clearance as may be required.	 Provides oversight of Environmental Safety, Health & Quality (ESH&Q) Programs including implementing policies, procedures, and instructions including, but not limited to:

Category	Qualifications	Description
		protection, and respiratory protection programs. Ensures availability and proper use and care of Personal Protective Equipment (PPE). Responds to off-duty calls from designated authority to meet priority or emergency work requirements. Maintain a database to record assessment activities, non-conformances and corrective actions to document opportunities for improvement, non-compliances and corrective/preventive actions.
ESH&Q Specialist	 REQUIRED: Bachelor's Degree in Science, Engineering, Physics, or other related field. Ten years of industrial, federal, state or other governmental industrial safety or quality assurance experience. The experience is in a nuclear industrial and/or industrial remediation setting including responsibility for safety, occupational health, industrial safety, QA/QC, and/or a combination of commensurate experience for major maintenance, construction, or remediation projects/activities. PREFERRED: Related certification/professional credentials (i.e., CHP, CIH, CSP, CPEA, etc.) Five years of experience at Department of Energy operating facilities. Extensive experience and a working knowledge of EHS regulations, codes, guidelines and QA/QC efforts. Advanced knowledge of NQA-1 standards. 	 Assures all operations are conducted in accordance with applicable safety rules and regulations. Performing Quality Assurance (QA) Independent Assessments, Audits and Surveillances of contractor activities. Perform surveillance activities including safety and occupational health management, surveillance, compliance inspections, and safety enforcement on projects. Perform incident investigations including causal analysis, job hazard analysis, recordkeeping, day-to-day regulatory compliance, conducting inspections and audits. Reviews and assessments include, but are not limited to, Readiness Assessments (RA), Operational Readiness Reviews (ORR),

Category	Qualifications	Description
Category	Advanced knowledge of DOE O 414.1D, 10 CFR 830, Subpart A Quality certification from a credited organization such as the American Society of Quality (ASQ) Significant proficiency in auditing. Recognized certification in designated discipline. Ability to obtain DOE L or Q clearance as may be required.	Integrated Safety Management System Radiological Controls,

Category	Qualifications	Description
		Regulatory Commission and of other governmental and civilian agencies. Develops worker protection programs, such as hearing conservation, eye protection, and respiratory protection programs. • Ensures availability and proper use and care of Personal Protective Equipment (PPE). • Responds to off-duty calls from designated authority to meet priority or emergency work requirements. • Maintain a database to record assessment activities, nonconformances and corrective actions to document opportunities for improvement, noncompliances and corrective/preventive actions.
ESH&Q Specialist III	 REQUIRED: Master's Degree in Science, Engineering, Physics, or other related field. Fifteen years of industrial, federal, state or other governmental industrial safety or quality assurance experience. The experience is in a nuclear industrial and/or industrial remediation setting including responsibility for safety, occupational health, industrial safety, QA/QC, and/or a combination of commensurate experience for major maintenance, construction, or remediation projects/activities. PREFERRED: Related certification/professional credentials (i.e., CHP, CIH, CSP, CPEA, etc.) Seven years of experience at Department of Energy operating facilities. 	 Assures all operations are conducted in accordance with applicable safety rules and regulations. Performing Quality Assurance Independent Assessments, Audits and Surveillances of contractor activities. Perform surveillance activities including safety and occupational health management, surveillance, compliance inspections, and safety enforcement on projects. Perform incident investigations including causal analysis, job hazard analysis, recordkeeping, day-to-day regulatory

Category	Qualifications	Description
	 Experience and an expert working knowledge of EHS regulations, codes, guidelines and QA/QC efforts. Extensive knowledge of NQA-1 standards. Extensive knowledge of DOE O 414.1D, 10 CFR 830, Subpart A Quality certification from a credited organization such as the American Society of Quality (ASQ) Significant proficiency in auditing. Extensive experience leading to an expert designation in assigned area. Ability to obtain DOE L or Q clearance as may be required. 	compliance, conducting inspections and audits. • Reviews and assessments include, but are not limited to, Readiness Assessments (RA), Operational Readiness Reviews (ORR),

Category	Qualifications	Description
		emergency/disaster preparedness planning and operations. Assists DOE and interfaces with representatives of the Nuclear Regulatory Commission and of other governmental and civilian agencies. Develops worker protection programs, such as hearing conservation, eye protection, and respiratory protection programs. • Ensures availability and proper use and care of Personal Protective Equipment (PPE). • Responds to off-duty calls from designated authority to meet priority or emergency work requirements. • Maintain a database to record assessment activities, nonconformances and corrective actions to document opportunities for improvement, noncompliances and corrective/preventive actions.
Financial Analyst I	 REQUIRED: Bachelor's Degree in Business or three years of relevant experience. Three years of experience of funding for programs and projects or equivalent. 	

Category	Qualifications	Description
	 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. Ability to obtain DOE L or Q clearance as may be required. 	
Financial Analyst II	 REQUIRED: Bachelor's Degree in Business or eight years of relevant experience. Eight 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. Ability to obtain DOE L or Q clearance as may be required. 	

Category	Qualifications	Description
Financial Analyst III	REQUIRED: Master's Degree in or fifteen years of relevant experience. Fifteen 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 multi-appropriations in a multi-contract environment. Experience of providing expert advice to senior management. Extensive experience of supporting funds management. 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	Description

Category	Qualifications	Description
	 Extensive experience leading to an expert designation in assigned area. Ability to obtain DOE L or Q clearance as may be required. 	
Graphic Artist I	 REQUIRED: Associate's Degree in Graphic Design, certification, or five years of commensurate experience in related field. Five years of graphic design experience. PREFERRED: Demonstrated strong conceptual and creative abilities. Detailed knowledge of advanced graphic concepts and programs. Ability to obtain DOE L or Q clearance as may be required. 	 Produce graphics to be used in various publications such as event calendars according to established specifications. Creates, designs, and produces artwork for signage, postings, banners, postcards, flyers, etc. from client specifications. Develop templates for EM publications including presentations, newsletters, reports, EM updates and press releases. Prepare reports, graphs, and presentations. Create graphics that illustrate results of management analyses (e.g., complex GANTT charts).
Graphic Artist II	 REQUIRED: Bachelor Degree in Graphic Design, certification, or ten years of commensurate experience in related field. Ten years of graphic design experience. PREFERRED: Demonstrated strong conceptual and creative abilities. Detailed knowledge of advanced graphic concepts and programs. Recognized certification(s) in designated area. Ability to obtain DOE L or Q clearance as may be required. 	 Produce graphics to be used in various publications such as event calendars according to established specifications. Creates, designs, and produces artwork for signage, postings, banners, postcards, flyers, etc. from client specifications. Develop templates for EM publications including presentations, newsletters, reports, EM updates and press releases. Prepare reports, graphs, and presentations. Create graphics that illustrate results of

Category	Qualifications	Description
		management analyses (e.g., complex GANTT charts).
Program Analyst I	 REQUIRED: Bachelor's Degree or commensurate experience in related field. Five years of relevant experience. PREFERRED: DOE experience with research, analysis, and data management. Knowledge of a wide variety of techniques for fact finding and analysis to conduct studies and findings. Ability to obtain DOE L or Q clearance as may be required. 	 Serve as a work coordinator and support the oversight, integration, and management of administrative and operations support activities. Manages schedules, agendas, and action items for key groups. Conducts regular and special meetings, using knowledge of program events to determine need and timing. Operating classified computer systems may be required. Develop procedures or systems processes. Identify, categorize and analyze qualitative data. Explain administrate requirements, secure clarifying information, resolve inconsistencies and maintain liaison with staff and operating managers. Analyze, evaluate and advise management on the effectiveness or efficiency of programs or systems.
Program Analyst II	 REQUIRED: Bachelor's Degree or commensurate experience in related field. Ten years of relevant experience. PREFERRED: Extensive DOE experience with research, analysis, and data management. Understanding and knowledge of a wide variety of techniques for fact finding and analysis to conduct studies and findings. 	 Serve as a work coordinator and support the oversight, integration, and management of administrative and operations support activities Manages schedules, agendas, and action items for key groups. Conducts regular and special meetings, using knowledge of program events to determine need and timing

Category	Qualifications	Description
	Ability to obtain DOE L or Q clearance as may be required.	 Operating classified computer systems may be required. Develop procedures or systems processes. Identify, categorize and analyze qualitative data. Explain administrate requirements, secure clarifying information, resolve inconsistencies and maintain liaison with staff and operating managers. Analyze, evaluate and advise management on the effectiveness or efficiency of programs or systems.
Program Analyst III	 REQUIRED: Twenty-five or more years of professional experience. Associated degree (or equivalent) Demonstrated capability as a successful senior level performer in a field requiring knowledge of related defense nuclear information Recognized and specific understanding of oversight of federal nuclear projects and facilities by non-DOE/other entities Active DOE "Q" Clearance 	 Serves as a direct senior-level resource to, and for, DOE management. Provides senior-level support to, and possesses unique experience in, a nuclear/technical area not commonly available. Possesses direct experience providing functional and administrative support to, and between, DOE nuclear safety offices and management. Possesses job skills and knowledge to enable the identification, evaluation, and control of complex technical issues. Tracks and documents reviews and assessments performed by DOE groups in order to keep DOE management current on critical issues. Ability to obtain a DOE Q clearance.

Category	Qualifications	Description
	REQUIRED: Bachelor's Degree in related field. Five years of relevant (Size, Scope and Complexity) project management experience in construction or environmental remediation/construction. PREFERRED: DOE experience in Project Management on federally-funded D&D, D&R or S&M nuclear project environmental cleanup projects including establishing an Earned Value Management System, as well as monitoring and evaluating contractor/subcontractor performance. Scope, time, quality, resource, risk and cost management skills. Experienced support interface with the Program Director, DOE COR, ACOR, and TM's Demonstrated innovative and proactive project management approach. Experience in all aspects of project planning and scheduling, cost estimating and monitoring, and quality review. Experience in using related knowledge and judgment to plan and accomplish programmatic goals and objectives. Ability to direct and coordinate a variety of professional disciplines to achieve project goals. PMP Certification or other recognized certification in designated area such as a federal project director (FPD). Ability to obtain DOE L or Q clearance as may be required.	 Provides a consolidated monthly report on the cost and schedule performance of the projects. Analyzes monthly EVMS, milestone, and performance metrics data from Site Operating Contractors for reporting. Accountable for planning, implementing, and completing a project using a systems engineering approach. Ensures timely, reliable, and accurate integration of contractor performance data into the project's scheduling, accounting, and performance measurement systems. Develops and maintains project documents such as Project Execution Plans, Integrated Project Team Charters, Tailoring Strategies, and others as requested. Defines project objectives and technical scope, schedule, and cost baselines. Evaluates type, quantity and quality of resources required. Supports the Federal Project

Category	Qualifications		Description
		•	Supports reviews of all Operations Activities. This includes but is not limited to reviewing the contractor's baseline schedule and other support documents to ensure integration such as Project Management Plan, Project Execution Plan, Basis of Estimate and WBS Dictionary, Staffing Analysis, Risk Management Plan, etc Evaluates and verify reported progress; and make projections of progress and identifies trends. Clarifies completion criteria for each deliverable and develop acceptance plan.
Project Manager II	 REQUIRED: Bachelor's Degree in related field. Ten years of relevant (Size, Scope and Complexity) project management experience in construction or environmental remediation/construction. PREFERRED: Ten years of experience in Project Management for DOE federally-funded environmental cleanup projects. Extensive DOE experience in Project Management on federally-funded D&D, D&R or S&M nuclear project environmental cleanup projects including establishing an Earned Value Management System, as well as monitoring and evaluating contractor/subcontractor performance. Extensive experience in using related knowledge and judgment to plan and accomplish programmatic goals and objectives. 	•	Provides a consolidated monthly report on the cost and schedule performance of the projects. Analyzes monthly EVMS, milestone, and performance metrics data from Site Operating Contractors for reporting. Accountable for planning, implementing, and completing a project using a systems engineering approach. Ensures timely, reliable, and accurate integration of contractor performance data into the project's scheduling, accounting, and performance measurement systems. Develops and maintains project documents such as Project Execution Plans, Integrated Project Team Charters, Tailoring

Category	Qualifications	Description
	 Scope, time, quality, resource, risk and cost management skills. Experienced support interface with the Program Director, DOE COR, ACOR, and TM's. Extensive demonstrated innovative and proactive project management approach. Extensive experience in all aspects of project planning and scheduling, cost estimating and monitoring, and quality review. Experience in using related knowledge and judgment to plan and accomplish programmatic goals and objectives. Ability to direct and coordinate a variety of professional disciplines to achieve project goals. PMP Certification or other recognized certification in designated area such as a federal project director (FPD). Ability to obtain DOE L or Q clearance as may be required. 	Strategies, and others as requested. Defines project objectives and technical scope, schedule, and cost baselines. Evaluates type, quantity and quality of resources required. Supports the Portfolio Federal Project Director as the point of contact between federal and contractor staff for all matters relating to a project and its performance. Ensures design; construction; environmental, safety, health; and quality efforts performed by various contractors comply with the contract, public law, regulations, and Executive Orders. Supports reviews of all Operations Activities. This includes but is not limited to, reviewing the contractor's baseline schedule and other support documents to ensure integration such as Project Management Plan, Project Execution Plan, Basis of Estimate and WBS Dictionary, Staffing Analysis, and Risk Management Plan. Evaluates and verify reported progress; and make projections of progress and identifies trends. Clarifies completion criteria for each deliverable and develop acceptance plan.
Security Specialist I	KEYUIKED.	

Category	Qualifications	Description
	Ten years of DOE related Security Programs experience or ten years of direct working experience in DOE Safeguards and Security (S&S) programs	
	 PREFERRED: Bachelor's Degree in related field. Demonstrated experience to perform DOE Safeguards and Security tasks and/or responsibilities related to Program Planning and Management, e.g., Planning and Procedures; Physical Protection, Information Security, Personnel Security; Foreign Visits and Assignments and Nuclear Materials Control and Accountability. Experience with contractor program oversight and contract execution and related tasks. Experience with performing DOE Assessments, Surveys, Corrective Action Plans and Survey & Comprehensive Self-Assessment Report development. Classification experience/awareness. Ability to obtain DOE L or Q clearance level as may be required. 	
Security Specialist II	 REQUIRED: Fifteen years of DOE related Security Programs experience or ten years of direct working experience in DOE Safeguards and Security programs. PREFERRED: Working Security Programs within a D&D environment. Classification policy and/or HQ experience. Bachelor's Degree in related field. Contract implementation/oversight and monitoring experience. Demonstrated proficiency to perform DOE Safeguards and Security tasks and/or 	

Category	Qualifications	Description
	responsibilities related to Program Planning and Management, e.g., Planning and Procedures; Physical Protection, Information Security, Personnel Security; Foreign Visits and Assignments and Nuclear Materials Control and Accountability. • Significant experience with contractor program oversight and contract execution and related tasks. • Significant Experience with performing DOE Assessments, Survey's, Corrective Action Plans and Survey & Comprehensive Self-Assessment Report development. • Ability to obtain DOE L or Q clearance as may be required.	
Security Specialist III	 Fifteen years of DOE related Security Programs experience or twenty years of working experience in DOE Safeguards and Security programs. Demonstrated proficiency to perform DOE Safeguards and Security tasks and/or responsibilities related to Program Planning and Management, e.g., Planning and Procedures; Physical Protection, Information Security, Personnel Security; Foreign Visits and Assignments and Nuclear Materials Control and Accountability. Significant experience with contractor program oversight and contract execution and related tasks. Significant experience with performing DOE Assessments, Survey's, Corrective Action Plans and Survey & Comprehensive Self-Assessment Report development. 	
	PREFERRED:Bachelor's Degree in a related field.	
	Dachelol 5 Degree III a lelated field.	

Category	Qualifications	Description
Caugury	 Working Security Programs within a D&D environment. Expert working knowledge of classification policy and/or HQ classification experience. Contract implementation/oversight and monitoring experience Demonstrated proficiency to perform DOE Safeguards and Security tasks and/or responsibilities related to Program Planning and Management, e.g., Planning and Procedures; Physical Protection, Information Security, Personnel Security; Foreign Visits and Assignments and Nuclear Materials Control and Accountability. Expert experience with contractor program oversight and contract execution and related tasks. Expert experience with performing DOE Assessments, Survey's, Corrective Action Plans and Survey & Comprehensive Self-Assessment Report development. Ability to obtain DOE L or Q clearance as may be required. 	Description
Subject Matter Expert I	 REQUIRED: Bachelor's Degree in a related field. Ten or more years of directly related experience, or equivalent demonstrated capability as a subject matter expert or successful senior level performer. PREFERRED: Master's Degree in a related field Significant expert DOE experience on a complex D&D, D&R or S&M project. Significant expert DOE and/or facility experience including, but not limited to, engineering, project management, waste management, fire protection, nuclear material 	guidance and in-depth experience and knowledge of ESH&Q technical issues, as well as methodologies required for analyzing extremely complex projects.

Category	Qualifications	Description
	management, safety, safety culture, safety conscious work environment (SCWE), project controls, finance, operations, etc. disciplines. Significant expert experience such that a highly skilled individual who has an acquired, acknowledged, and/or technological expertise in the specific functional tasks required for performance in an individual task order. Possession of unique capability or experience not available under the basic labor categories set forth in herein. Nuclear facility experience. Recognized higher level certifications in designated areas. Ability to obtain DOE L or Q clearance as may be required.	 implementing new technologies, methods, and processes. Possess job knowledge and skills that enable identification, evaluation, and control of complex ESH&Q issues. Support technology readiness assessments and other activities designed to determine the relative maturity (readiness level) of technologies Support the sharing of knowledge and information as well as the transfer of a wide range of technologies to support nuclear cleanup, recognizing that many missionenabling technologies are commercially available in non-nuclear industry sectors, and have been developed by entrepreneurial technologists Provide technical support for the collaboration with technologists in other U.S. executive departments and independent agencies, including experts in other federally funded research and develop centers and technology centers, to leverage highly specialized expertise, government assets and facilities, and publically funded programs Provide technical support for the collaboration with universities and colleges to leverage and provide access to leading edge scientific and engineering expertise as well as academic resources and capabilities.
Subject Matter Expert II	 REQUIRED: Master's Degree in a related field. Fifteen or more years of directly related experience, or equivalent demonstrated capability as a subject matter expert or successful senior level performer. 	 Serves as a senior consultant to senior management. Provides very highly specialized guidance and in-depth experience and knowledge of ESH&Q technical issues, as well as methodologies required for analyzing extremely complex projects.

Category	Qualifications	Description
	 PREFERRED: Significant expert DOE experience on a complex D&D, D&R or S&M project. Significant expert DOE and/or facility experience including, but not limited to, engineering, project management, waste management, fire protection, nuclear material management, safety, safety culture, SCWE, project controls, finance, operations, etc. disciplines. Significant expert experience such that a highly skilled individual who has an acquired, acknowledged, and/or technological expertise in the specific functional tasks required for performance in an individual task order. Possession of unique capability or experience not available under the basic labor categories set forth in herein. Nuclear facility experience. Recognized higher level certification(s) in designated area. Ability to obtain DOE L or Q clearance as may be required. 	technical support to top-level management. Integrates the best industry practices and risk reduction in implementing new technologies, methods, and processes. Possess job knowledge and skills that enable identification, evaluation, and control of complex issues.

Category	Qualifications	Description
Subject Matter Expert III	REQUIRED: Master's Degree in a related field. Twenty or more years of directly related experience, or equivalent demonstrated capability as a subject matter expert or successful senior level performer. PREFERRED: Significant expert DOE experience on a complex D&D, D&R or S&M project. Significant expert DOE and/or facility experience including, but not limited to, engineering, project management, waste management, fire protection, nuclear material management, safety, safety culture, SCWE, project controls, finance, operations, etc. disciplines. Significant expert experience such that a highly skilled individual who has an acquired, acknowledged, and/or technological expertise in the specific functional tasks required for performance in an individual task order. Possession of unique capability or experience not available under the basic labor categories set forth in herein. Nuclear facility experience. Recognized higher level certification(s) in designated area. Ability to obtain DOE L or Q clearance as may be required.	 Serves as a senior consultant to senior management. Provides very highly specialized guidance and in-depth experience and knowledge of ESH&Q technical issues, as well as methodologies required for analyzing extremely complex

Category	Qualifications	Description
		assets and facilities, and publically funded programs • Provide technical support for the collaboration with universities and colleges to leverage and provide access to leading edge scientific and engineering expertise as well as academic resources and capabilities.
Subject Matter Expert IV	REQUIRED: • Bachelor's degree from an accredited university or college in computer science, physical science or other technical field. • Two or more years or relevant professional experience	 Services as a senior consultant to senior management. Provides very highly specialized support and in-depth experience and knowledge in support of Environmental Management Core Team process for key remediation decisions. Provides Environmental Management Core Team training and technical support to top-level management. Integrates the best industry practices and risk reduction in implementing new technologies methods, and processes. Possesses job knowledge and skills that enable identification, evaluation, and control of complex issues. Supports technology readiness assessments and other activities designed to determine the relative maturity (readiness level) of technologies. Provides technical support for the collaboration with universities and colleges to leverage and provide access to lead-edge scientific and engineering

Category	Qualifications	Description
		expertise, as well as academic resources and capabilities.
Subject Matter Expert V	REQUIRED: • Doctorate Degree in a related field. • Twenty-Five or more years of directly related experience, or equivalent demonstrated capability as a subject matter expert or successful senior level performer in a highly-specialized field. • Nationally recognized expert.	 Serves as a senior consultant to senior management. Provides very highly specialized support and in-depth experience and knowledge in a specialty technical area. Provides very high level expertise in providing functional and technical support to top-level management. Possesses job knowledge and skills that enable identification, evaluation, and control of complex issues. Supports technology readiness assessments and other activities designed to determine the relative maturity (readiness level) of technologies. Provides technical support for the collaboration with universities and colleges to leverage and provide access to leading edge scientific and engineering expertise as well as academic resources and capabilities. Significant expert experience, such that a highly-skilled individual who has an acquired, acknowledged, and/or technological expertise in the specific functional tasks required for performance in an individual task order. Possession of unique capability or experience not available under the basic labor categories set forth herein.

Category	Qualifications	Description
Technical Writer/ Editor I	REQUIRED: Bachelor's Degree in English, Journalism, or a technical discipline, communications, or commensurate experience in a related field. Experience creating, writing and editing publications, including reports, manuals, briefs, proposals, procedures and related materials. PREFERRED: DOE environmental cleanup experience. Demonstrated writing and editing skills. Five years of experience writing and editing technical documents. Experience preparing technical documents, journal articles, and other supporting documents to communicate complex and technical information. Ability to demonstrate understanding and ideas in writing and graphically. Ability to interact with subject matter experts. Ability to obtain DOE L or Q clearance as may be required.	 Nuclear facility experience. Recognized higher-level certification(s) in designated area. Ability to obtain DOE L or Q clearance, as may be required. Prepares and edits complex technical documents, reports, studies, etc., in accordance with applicable style manuals, procedures, orders, directives and regulations. Independently resolves issues of format and style. Brings issues regarding content to the attention of the document owner for consideration. Coordinates and tracks the review process. Incorporates review comments into documents. Prepares final documents for approval and release.
Technical Writer/ Editor II	 REQUIRED: Bachelor's Degree in English, Journalism, or a technical discipline, communications, or commensurate experience in a related field. Ten years of experience writing and editing technical documents. PREFERRED: DOE environmental cleanup experience. Demonstrated writing and editing skills. Experience creating, writing and editing publications, including reports, manuals, briefs, proposals, procedures and related materials. 	 Prepares and edits intensively complex and interrelated technical documents, reports, studies, etc., in accordance with applicable style manuals, procedures, orders, directives and regulations. Independently resolves issues of format and style. Brings issues regarding content to the attention of the document owner for consideration.

Category	Qualifications	Description
	 Experience preparing technical documents, journal articles, and other supporting documents to communicate complex and technical information. Ability to demonstrate understanding and ideas graphically and in writing. Ability to interact with and interpret technical requirements of subject-matter experts. Ability to obtain DOE L or Q clearance as may be required. 	 Coordinates and tracks the review process. Incorporates review comments into documents. Prepares final documents for approval and release.
Design/Program Analyst II	 REQUIRED: Bachelor's Degree or ten years of relevant experience in web development and/or graphics development/integration related to Department of Energy and/or other energy related mission programs, functions and activities. PREFERRED: Knowledge of web development and/or graphics development/integration. Ability to obtain DOE L or Q clearance as may be required. 	 Work with key stakeholders to determine IT technical needs for the development projects Perform critical development activities of systems based on designs and requirements Perform initial testing and troubleshooting of code for issue resolution Maintain development and testing environments Work with stakeholders to deploy updates to systems on scheduled and as needed basis
Program Architect I	 REQUIRED: Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other discipline. Minimum of 5 years' experience. PREFERRED: Experience in a range of areas such as supervision of informational business systems, program/project design and development supporting system architectures. Experience with logical and physical functional, operational, and technical architecture of large and complex information systems. Desired candidate would have transportation/logistics environment experience. 	 Responsible for directing and leading technical planning to develop resource requirements for performing systems analysis of computer and communications/network systems, major database systems, and overall architectural framework for specified computing enterprise. Oversees the installation of computer operating systems, network, and application software

Category	Qualifications	Description
	Ability to obtain DOE L or Q clearance as may be required.	 and of computer/network hardware. Ensures overall integration of systems peripherals. Ensures development of technical documentation detailing the installation and procedures for supporting configuration control processes.
Program Architect II	 REQUIRED: Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other discipline. Minimum of 5 years' experience. PREFERRED: Experience in a range of areas such as supervision of informational business systems, program/project design and development supporting system architectures. Experience with logical and physical functional, operational, and technical architecture of large and complex information systems. Desired candidate would have transportation/logistics environment experience. Ability to obtain DOE L or Q clearance as may be required. 	 Responsible for directing and leading technical planning to develop resource requirements for performing systems analysis of computer and communications/network systems, major database systems, and overall architectural framework for specified computing enterprise. Oversees the installation of computer operating systems, network, and application software and of computer/network hardware. Ensures overall integration of systems peripherals. Ensures development of technical documentation detailing the installation and procedures for supporting configuration control processes. Coordinates installation and deployments schedules.
Software Project Manager II	 REQUIRED: Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other related discipline, or equivalent experience. Minimum of 15 years of experience, including at least 10 years of experience in a specialized field. 	Directs the completion of tasks within estimated timeframes and budget constraints. Schedules and assigns duties to subordinates. Interfaces with management personnel and produces written and oral reports.

Category	Qualifications	Description
		Develops and coordinates schedules, budgets, subcontractors, etc. as needed. Ensures project has obtained approvals, permits, etc. as required by client requirements and federal and/or state regulations and standards. Communicates to all concerned parties project milestones, status updates, as well as any existing or potential customer escalation issues. Proactively follows escalation and change control processes in accordance with quality assurance programs. Specific Responsibilities/Duties Include: Manages the day-to-day operational and tactical aspects of multiple or large scale

Category	Qualifications	Description
		networking, and associated training and seminars.
Administrative Services Manager	 REQUIRED: Associate's Degree or 5 years of experience in an administrative services management position. Detail oriented, self-starter, able to work unsupervised, independently and in a team environment. Excellent oral and written communication skills Advanced computer skills (Word, Excel, Access, Adobe Acrobat, Power Point, etc.). PREFERRED: Experience with Visio. 	 Provides administrative support to program managers, project managers, team managers, and other supervisory personnel. Works independently and within a team on special nonrecurring and ongoing projects. Manage special assignments as directed. Plans and coordinates multiple presentations, as well as disseminates information, training manuals, proposals, charts, graphs, procedures, and general correspondences. Schedule, organize and manage complex activities; coordinate meetings, create and develop visual presentations, compile and prepare reports. Manage electronic records and data. Interview, train, and supervise administrative positions.
Document Control Administrator/ Records Management Specialist (DCA/RMS) Manager	 REQUIRED: Bachelor's Degree or five years of management and/or supervision experience in the development, revision, control, and maintenance of technical procedures; under NARA and DOE Records Management requirements. Senior level skills and/or leadership for technical writing and editing of technical and company documents. Mastery of English grammar, mechanics, and usage; Advanced computer skills (Word, Access, Excel, Adobe Acrobat, Power Point, etc.) Ability to obtain DOE L or Q clearance as may be required. 	 Receive and maintain documents in the Records Management System per approved Quality Assurance Plan (QAP). Maintain Document Control and Record Management logs and electronic files per QAP Records Management. File and maintain approved and superseded documents and records. Check, edit and assign control numbers to a variety of documents as required to ensure standards are maintained. Coordinate the issuance and distribution of new and revised documents (track throughout the review process, resolve and incorporate comments, issue, and distribute, as appropriate, per QAP Document Preparation and Control). Format and standardize material for reports, presentations, proposals, and marketing collateral.

Category	Qualifications	Description
	REQUIRED:	 Draft, revise, and edit operational, technical, and administrative procedures and documents. Perform technical writing and editing. Provide project support activities,
Project Support Specialist	 Bachelor's degree, plus four years commensurate experience; or Associate's degree plus seven years commensurate experience; or High School Diploma plus nine years commensurate experience. Experienced in project-related activities, documentation disciplines, including technical writing, editing, layout, document development and production, and desktop publishing. Ability to obtain DOE L or Q clearance as may be required. 	including but not limited to: technical editing; creating and populating monthly status and progress reports and project documents, such as technical reports, WBS dictionary sheets, etc.; Assist with recruiting efforts; Maintain resume database; task tracking; Draft, revise, and edit operational, technical, and administrative procedures and documents, track throughout the review process, resolve and incorporate comments, issue, and distribute, as appropriate; Format and standardize material for reports, presentations, proposals, and marketing collateral; File and maintain approved and superseded documents and records; Produce and maintain controlled procedure and documents on secured computer drive; Check, edit and assign control numbers to a variety of documents as required to ensure standards are maintained; and coordinate the issuance and distribution of new and revised documents;

Category	Qualifications	Description
		Training support, including tracking, monitoring, and proctoring.
Research Analyst II	 REQUIRED: Bachelor's degree from an accredited university or college in computer science, physical science or other technical field. Two or more years of relevant professional experience. 	 Assists senior staff in the development and analysis of project and program data. Provides supporting research and analysis in variety of areas including engineering risk, project schedule and cost, quality assurance, safety and health, communications, and regulatory analysis.
Technical Management Consultant IV	 Doctorate degree in a technical discipline closely related to natural phenomena hazard characterization and mitigation, or seismic analysis and design of nuclear facilities. Examples are Earth science, geotechnical engineering, and civil/structural engineering. Twenty five years of experience in the technical discipline, Ten years applying expertise in the nuclear industry. Recognition as a national expert in the field of expertise. Service on national or international committees developing and maintaining consensus codes and standards. PREFERRED: Ten years applying expertise in the DOE environment. Direct involvement in the creation and maintenance of the Central and Eastern U.S. Seismic Source Characterization model for nuclear facilities. Experience maintaining the CEUS-SSC website. Experience applying the System for Analysis of Soil-Structure Interaction (SASSI) to nuclear facilities. 	 Provide independent, expert technical advice to assist DOE staff in policy development. Serve on ad hoc panels to adjudicate Differing Professional Opinions presented to the EM Chief of Nuclear Safety. Support focused reviews of DOE construction projects. Support assessments of specific topics at operating DOE nuclear facilities. Represent EM positions at international conferences and in meetings with other Federal agencies and stakeholders. Serve on SSHAC Level 3 projects to analyze natural hazards at DOE nuclear facilities. Under DOE direction, maintain the CEUS-SSC website and the SASSI verification and validation website.

Category	Qualifications	Description
	 Experience in the verification and validation of SASSI results. Recognized internationally for expertise. Leadership role on national or international committees developing and maintaining consensus codes and standards. Ability to obtain a DOE L or Q clearance as may be required. 	

EDUCATION/EXPERIENCE EQUIVALENCY TABLE*

Education	Experience Substitution
PhD degree	Master's degree, plus ten (10) additional years
	of relevant experience
Master's degree	Bachelor's degree, plus three (3) additional
	years of experience
Bachelor's degree	Associate degree, plus three (3) additional
	years of relevant experience
Associate degree	High School degree, plus three (3) additional
	years of relevant experience
Specific discipline (Engineering/Scientific)	Additional four (4) years of relevant
	experience

^{*}Individuals who are deemed capable of performing the services described in the labor category description may be approved to fill that labor category with DOE concurrence (approval by a TM or the COR), even if they do not meet the educational and experience requirements.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS ATTACHMENT J-5 –

DEAR 952.209-8 ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE-ADVISORY AND ASSISTANCE SERVICES (JUN 1997)

- (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) An offeror notified that it is the apparent successful offeror shall provide the statement described in paragraph (c) of this provision. For purposes of this provision, "apparent successful offeror" means the proposer selected for final negotiations or, where individual contracts are negotiated with all firms in the competitive range, it means all such firms.
- (c) 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 advisory and assistance services to be provided in connection with the instant contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated as part of the statement required by (b) of this provision.
- (d) 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.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS ATTACHMENT J-6:

CONTRACT SECURITY CLASSIFICATION SPECIFICATION FORM

LABOR CATEGORY	SECURITY CLEARANCE POST AWARD
Administrative Services Manager	L or Q if required by Task Order
Document Control Administrator/ Records	L or Q if required by Task Order
Management Specialist (DCA/RMS) Manager	
Design/Program Analyst II	L or Q if required by Task Order
Engineer I	L or Q if required by Task Order
Engineer II	L or Q if required by Task Order
Engineer III	L or Q if required by Task Order
Engineer, Nuclear Criticality Engineer I	L or Q if required by Task Order
Engineer, Nuclear Criticality Engineer II	L or Q if required by Task Order
Engineer, Nuclear Criticality Engineer III	L or Q if required by Task Order
ESH&Q Specialist I	L or Q if required by Task Order
ESH&Q Specialist II	L or Q if required by Task Order
ESH&Q Specialist III	L or Q if required by Task Order
Financial Analyst I	L or Q if required by Task Order
Financial Analyst II	L or Q if required by Task Order
Financial Analyst III	L or Q if required by Task Order
Graphic Artist I	L or Q if required by Task Order
Graphic Artist II	L or Q if required by Task Order
Program Analyst I	L or Q if required by Task Order
Program Analyst II	L or Q if required by Task Order
Program Manager I	L or Q if required by Task Order
Program Manager II	L or Q if required by Task Order
Program Manager III	L or Q if required by Task Order
Program Architect I	L or Q if required by Task Order
Program Architect II	L or Q if required by Task Order
Project Manager I	L or Q if required by Task Order
Project Manager II	L or Q if required by Task Order
Project Support Specialist	L or Q if required by Task Order
Property Manager	L or Q if required by Task Order

Research Analyst	L or Q if required by Task Order
Security Specialist I	L or Q if required by Task Order
Security Specialist II	L or Q if required by Task Order
Security Specialist III	L or Q if required by Task Order
Software Project Manager II	L or Q if required by Task Order
Subject Matter Expert I	L or Q if required by Task Order
Subject Matter Expert II	L or Q if required by Task Order
Subject Matter Expert III	L or Q if required by Task Order
Subject Matter Expert IV	L or Q if required by Task Order
Subject Matter Expert V	L or Q if required by Task Order
Technical Management Consultant IV	L or Q if required by Task Order
Technical Writer/Editor I	L or Q if required by Task Order
Technical Writer/Editor II	L or Q if required by Task Order

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS ATTACHMENT J-7:

Nondisclosure Agreement

I,, am working on Task Order No. TBD for the US Department
f Energy.
In performance on or in support of Task Order [TBD], I certify that I shall not disclose
ny Government or DOE or contractor proprietary or confidential information related to or
athered during contract performance, or after contract completion concerning this contract to
nyone who is not also authorized access to that information by law, regulation, agency head, or
he 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
egulations, Federal Acquisition Regulation 3.104. I understand that unauthorized disclosure of
uch information may subject me to substantial administrative, civil and criminal penalties,
ncluding fines, imprisonment, and loss of employment under the Procurement Integrity Act, 41
J.S.C. § 423 (2002), or other applicable laws and regulations. Furthermore, I will report any
ttempt to obtain such information concerning Task Order [TBD].
and another defined as follows as follows as from dayland as satisfication, many subject may be appropriate and day
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.
Print Name Signature
Date Organization
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SECTION J- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS ATTACHMENT J-8:

SCHEDULE OF FULLY BURDENED LABOR RATES

To be completed at the task order level and subject to Section H Clause, H.32 IDIQ SCHEDULE OF RATES REOPENER CLAUSE.