

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				12	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
P00124		See Block 16C			
6. ISSUED BY		CODE		5. PROJECT NO. (If applicable)	
		893042		00701	
EM-Idaho Department of Energy Office of Environmental Management Idaho Cleanup Project 1955 Fremont Avenue Idaho Falls ID 83415		7. ADMINISTERED BY (If other than Item 6)		U.S. Department of Energy Idaho Operations Office 1955 Fremont Avenue Idaho Falls ID 83415	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)		9A. AMENDMENT OF SOLICITATION NO.	
IDAHO ENVIRONMENTAL COALITION LLC Attn: Laura McGee 600 William Northern Blvd Tullahoma TN 373884729				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. 89303321DEM000061	
				10B. DATED (SEE ITEM 13) 05/27/2021	
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.243-2 - Changes -- Cost Reimbursement (Aug 1987) - Alt I (Apr 1984)

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: Not Available
UEI: LQ5ZLNE3EM27

The purpose of this modification is to update Section C, Performance Work Statement and Section H, Special Contract Requirements. See below for details:

Section C, Performance Work Statement

- Revise the language under Section C.4.2 RWMC SDA CAP to align with memorandum EM-2025-0003214.2 RWMC SDA Cap.
- Extend the Work Plans submittal due date from December 31, 2028, to December 2033.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
KIMBERLI SOUTHWICK (Affiliate)		Marianne Boline	
15B. CONTRACT/ORDER NO.		16B. UNITED STATES OF AMERICA	
SOUTHWICK (Affiliate)		MARIANNE BOLINE	
Date: 2025.05.19 07:42:02		Date: 2025.05.19 08:34:29 -06'00'	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED 89303321DEM000061/P00124	PAGE	OF
		2	2

NAME OF OFFEROR OR CONTRACTOR
IDAHO ENVIRONMENTAL COALITION LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Section H, Special Contract Requirements -----</p> <p>In accordance with Policy Flash PF 2025-23 Compliance with Federal Anti-Discrimination Laws, the following updates are incorporated: - Add DOE-H-2089 Compliance with Federal Anti-Discrimination Laws (APR 2025)</p> <p>See Attachments: 1. SF30_P00124_Final 2. Section C Performance Work Statement Redline 3. Section H Special Contract Requirements Redline</p> <p>All other terms and conditions remain unchanged.</p> <p>Payment: VIPERS https://vipers.doe.gov Any questions, please contact by call/email 888-251-3557 or payments@hq.doe.gov Period of Performance: 10/01/2021 to 09/30/2031</p>				

Part I – The Schedule

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Section C - Performance Work Statement

C.1.0 GENERAL AND BACKGROUND INFORMATION

Established in 1989, the Department of Energy's (DOE) Office of Environmental Management (EM) is charged with addressing the environmental legacy of over 50 years of nuclear weapons production and government sponsored research. The EM Mission statement is as follows:

The EM mission is to complete the safe cleanup of environmental legacy resulting from five decades of nuclear weapons development and government-sponsored nuclear energy research. EM is responsible for managing and directing the cleanup of contaminated nuclear weapons manufacturing and testing Sites across the United States. 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 facilities no longer needed to support the Department of Energy's mission and remediate extensive surface and groundwater contamination.

DOE-EM manages cleanup activities within the Department of Energy's Idaho Operations Office (DOE-ID) at the Idaho National Laboratory (INL). Since its inception in 1949, the INL Site has fulfilled numerous DOE missions including designing and testing nuclear reactors; reprocessing spent nuclear fuel to recover fissile materials; managing spent nuclear fuel; and storing, treating and disposing of various waste streams. Currently, EM is a tenant on the Site, and the Office of Nuclear Energy (NE) is the landlord and maintains Site-wide infrastructure. The Idaho Cleanup Project (ICP) Contractor shall support and implement actions in furtherance of this mission as it relates to the ICP activities.

The ICP involves the safe environmental cleanup of the INL Site, contaminated with legacy wastes generated from World War II-era conventional weapons testing, government-owned research and defense reactors, spent nuclear fuel reprocessing, laboratory research, and defense missions at other DOE Sites. The ICP is funded through the DOE EM and the project focuses on reducing risks to workers, the public, and the environment, and protecting the Snake River Plain Aquifer, a sole source aquifer that sustains Idaho's agricultural industry.

The majority of EM's cleanup work at the INL Site is driven by regulatory compliance agreements. The two foundational agreements are: the 1991 Comprehensive Environmental Response Compensation and Liability Act (CERCLA)-based Federal Facility Agreement and Consent Order (FFA/CO), which governs the cleanup of contaminant releases to the environment; and the 1995 Idaho Settlement Agreement (ISA), which governs the removal of transuranic waste, spent nuclear fuel and high level radioactive waste from the state of Idaho. Other regulatory drivers include the Federal Facility Compliance Act-based Site Treatment Plan (STP), and other environmental permits, closure plans, Federal and state regulations, Records of

Decision (RODs) and other implementing documents. Requirements in this PWS are also derived from the following:

- The Agreement to Implement U.S. District Court Order dated May 25, 2006
- The Navy Addendum to 1995 Settlement Agreement
- The Memorandum of Agreement Concerning Receipt, Storage, and Handling of Research Quantities of Commercial Spent Nuclear Fuel at the Idaho National Laboratory
- The Supplemental Agreement Concerning Conditional Waiver of Sections D.2.e and K1 of 1995 Settlement Agreement
- The Agreement Concerning Handling of Spent Nuclear Fuel Generated by the Advanced Test Reactor

C.1.1 Contract Purpose and Objectives

The End State Contracting Model (ESCM) is as a single award Indefinite Delivery/Indefinite Quantity (IDIQ) contract with the ability to issue both Cost-Reimbursement (CR) and Fixed-Price (FP) Task Orders (TO). The ESCM was developed as the preferred contracting approach to provide EM the needed flexibility to partner with industry and its stakeholders at this critical juncture of the EM Program to openly negotiate the right end states to reach completion. The purpose of this end state contract is to achieve significant reduction in financial liability and environmental risk that provides the best overall optimal solution towards completion of the DOE-EM mission at the INL Site by accomplishing the maximum amount of environmental cleanup in the least amount of time and at the best value to the U.S. taxpayer.

This IDIQ contract construct also provides DOE the needed flexibility to task the Contractor with using a risk-based approach to better define discrete scopes of work for Site closure or end states for more realistic, reliable pricing and appropriate incentive structures to yield significant reductions in EM's environmental financial liability.

Specific task orders will be issued (Section J attachments) throughout the ten-year contract ordering period to implement various aspects of this master performance work statement. The Contracting Officer (CO) will issue a Request for Task Order Proposal (RTP) in accordance with the Master IDIQ Contract Section H.51 *Task Ordering Procedure*, paragraph (c). The Contractor shall expediently provide the CO with the requested task order proposal(s) that are compliant with FAR Subpart 15.4 and paragraph (f) of the H.51 clause.

The Contractor shall comply with all Federal, State, and local laws and regulations, Executive Orders, DOE Orders (and other type of directives), Regulatory Permits, Agreements and Orders and Regulatory Milestones (both State and Federal) in the performance of this contract.

The majority of the ICP work is performed at two primary INL Site locations: the Radioactive Waste Management Complex (RWMC) and the Idaho Nuclear Technology and Engineering Center (INTEC). The ICP mission work encompasses: completing treatment of the liquid sodium bearing waste; stabilizing and storage of Spent Nuclear Fuel (SNF) and High-Level

Waste (HLW); shipping transuranic waste; treating and shipping remote handled waste; maintaining and operating the INTEC; closing remaining tank farm tanks; maintaining CERCLA remedial actions; and closure of the RWMC.

The scope of the ICP contract is categorized per the following areas:

- Facility Infrastructure: This principally includes INTEC and RWMC facility infrastructure. The Office of Nuclear Energy (NE) is the Lead Program Secretarial Office (LPSO) at Idaho and manages Site-wide infrastructure.
- Environmental Activities: This includes compliance with the Federal Facilities Compliance Act (FFCA) Site Treatment Plan (STP), Resource Conservation and Recovery Act (RCRA), CERCLA, including ISA activities principally at INTEC and RWMC; the remediation of the Subsurface Disposal Areas (SDA) at the RWMC; Test Area North (TAN) groundwater remediation; new CERCLA Site remediation; Site-wide Stewardship; and Idaho CERCLA Disposal Facility (ICDF) transition operations.
- Waste Management: This includes shipping Contact Handled (CH)-transuranic (TRU) waste; Remote Handled (RH)-TRU waste management; Mixed Low-Level Waste/Low Level Waste (M/LLW) activities/disposition; and disposition of newly generated waste as needed.
- Liquid Waste Facility Closure: This includes the Integrated Waste Treatment Unit (IWTU) operations to treat nearly 900,000 gallons of sodium bearing waste; completion of the Calcine Retrieval Project; and closure of the HLW Tank Farm tanks and associated liquid waste facilities at INTEC.
- Spent Nuclear Fuel: This includes SNF Operations and Management activities, as well as SNF Disposition. This also includes the Nuclear Regulatory Commission (NRC) License-required activities for the Independent Spent Fuel Storage Installations (ISFSI) located at INTEC and the Fort St. Vrain (FSV) ISFSI near Platteville, CO.
- Facility Decontamination and Decommissioning (D&D).

During the term of this Contract, the ICP Contractor (herein referred to as “the Contractor”) shall interface with the other INL Site contractors. Performance of the ICP scope will require significant and ongoing integration with multiple federal and contractor entities from EM, Office of Nuclear Energy (NE), and Department of the Navy (Navy) programs to accomplish cleanup without impacting ongoing Site missions. The Contractor shall establish interface agreement(s) with other contractors, as necessary, to ensure performance of contract requirements.

Currently, EM is a tenant on the Site, and NE is the landlord. The INL Site landlord contractor conducting work for NE is referred to as “the INL contractor” and is responsible for Site-wide infrastructure. The Contractor shall establish an interface agreement with the INL contractor in accordance with Section J, Attachment J-4, *List of INL Mandatory and Optional Site Services*. The Interface Agreement with the INL contractor shall describe how the Contractor and the INL contractor will interface on cross-cutting issues such as security, facility and program transfers, regulatory compliance, assignment of subcontractors, and other commercial obligations, consistently presenting information to the public and other arrangements of mutual benefit.

The Contractor shall also establish an interface agreement with the FSV contractor responsible for providing physical security services for the FSV SNF storage facility under NRC licenses and regulations.

The Contractor shall work cooperatively to ensure a mutual understanding and seek resolutions in the best interest of the Government and the ICP mission. Interface Management is a key function for effective and efficient delivery of services between contractors on the INL Site and FSV. The role of Interface Management is to solve issues in the best interest of the Government at the lowest level possible in the respective organizations.

The Contractor shall submit a Graded Approach for Implementation of Contract Requirements Plan for DOE approval to streamline processes, apply a graded approach, and identify efficiencies and performance improvements (e.g., DOE directives, regulations, and others) that are critical to accomplishing the Site mission. The plan shall include a review and recommendations of changes to the current Site standards and implementing procedures for the elimination of requirements and/or streamline of processes. The Contractor shall interface with the other Site Contractors on proposed changes, as necessary.

C.2.0 CONTRACT TRANSITION

The contract transition period is estimated to be 90 days. The first day of the Transition Period will be the effective date of the transition task order. DOE will issue a Notice to Proceed, identifying the effective date of the transition task order. During the transition period, the Contractor shall perform those activities that are necessary to transition work from the previous ICP and NRC Licensed Facilities contractors in a manner that: (1) ensures that all work for which the Contractor is responsible under the contract is continued without disruption; (2) provides for an orderly transfer of resources, responsibilities, and accountability from the previous contractor(s); and (3) provides for the ability of the Contractor to perform the work in an efficient, effective, and safe manner. Workforce transition shall be managed in accordance with the requirements of applicable Section H Contractor Human Resource Management clauses.

C.2.1 Contract Transition Period

The Contractor shall establish the necessary logistical support (office space, computers, telephone, etc.) to execute the 90-day transition period (estimated) and shall ensure all necessary personnel, including key personnel for the Contractor, are available during the transition period, unless specifically directed otherwise by the CO. All key personnel shall be assigned full-time to their respective positions and shall meet the requirements detailed in Section H.44, *Key Personnel*. A temporary duty station for transition activities shall be located in Idaho Falls, Idaho; and the temporary duty station shall be proposed to DOE for approval within five days after the effective date of the transition task order.

Public Release Statement: Within 72 hours following the effective date of the transition task order, the Contractor shall release, upon DOE approval, on its own website a brief Executive Summary of its offer including the following elements:

- Name of Contractor, including the identification of teaming partners and subcontractors, and a description of the experience that each party brings to the project.
- Workforce Impacts
- Organizational Structure and Identification of Key Personnel.
- Summary/description of Contractor's management approach.
- Contractor performance commitments.
- Brief overview of Contractor's work on similar projects.
- Commitments to the Community.
- Commitments to Small Business Subcontracting.

During the Contract Transition Period, the Contractor shall brief the incumbent workforce, Federal staff, and stakeholders on the Contractor's approach and commitments for accomplishing the Task Orders and overall PWS.

The Contractor shall submit a Transition Plan for DOE approval in accordance with Section J, Attachment J-2, *List of Contract Deliverables*. The objectives of the Transition Plan are to prepare for implementation of the contract and minimize the impacts on continuity of operations. The Transition Plan shall cover the necessary activities during the transition period. The plan shall cause minimal impact to the INL contractor, its personnel, Site tenants, and NE. The plan shall provide sufficient detail for all transition activities, including but not limited to: the transition schedule; a description of all necessary transition activities; coverage of key functional areas during the transition period; the planned strategy for developing required documents (including licenses and agreements); a brief description of all involved organizations; planned execution of Interface Agreements with other DOE-ID Site contractors and necessary Memoranda of Understanding (MOUs) with outside support organizations (e.g. NRC, Bureau of Land Management (BLM), etc.); required utilities; and other transition activities such as acquisition of necessary equipment, hiring and training of personnel, development or revisions of required plans and procedures, including transition of the waste certification program and the schedule to obtain recertification from the National Transuranic Program at the Carlsbad Field Office. In conjunction with this Transition Plan, due to the ongoing COVID-19 Pandemic, the Contractor shall also submit a COVID-19 Workplace Safety Plan. The safety plan shall be consistent with DOE's safety plan which has been previously provided. The Contractor shall submit its deliverable, as required, in accordance with Section J, Attachment J-2, List of Contract Deliverables.

The Contractor shall also provide a draft framework for the ICP 10-Year Task Order Strategy Plan, as initiated in the advance agreement for precontract costs dated August 5, 2021. This plan is intended to serve as the framework for planning, managing, and identifying the necessary resources to successfully award and administer the contemplated task orders over the 10-year

ordering period with the expectation of DOE-ID and the Contractor partnering in the development and final submittal of this joint deliverable. The Contractor shall submit its deliverable, as required, in accordance with Section J, Attachment J-2, List of Contract Deliverables.

The Contractor shall perform due diligence to ensure that all transition activities are identified and completed during the Transition Period.

The Contractor shall establish any Transition Interface Agreements necessary between it and other DOE-ID Site contractors/subcontractors to define necessary interface points, scope boundaries, and/or provision of services, as required. A purchase order, subcontract, or other contracting vehicle between the contractors may dually serve as the necessary Interface Agreement where appropriate. The Contractor shall provide all Interface Agreements to DOE for approval as they are established.

To ensure continuity of operations, the Contractor shall adopt, as applicable, the incumbent contractors' programs and procedures at the effective date of the transition task order (e.g. Safety Analysis Reports (SAR), Technical Safety Requirements (TSR), operating procedures, etc.), provided the Contractor has formally reviewed the programs and procedures to ensure compliance with contract requirements, current regulatory requirements, DOE Orders and directives, and the Contractors' organizational roles and responsibilities. The Contractor shall revise those programs and procedures it deems necessary to accommodate its technical approach, provided the programs and procedures remain in compliance with DOE requirements, and shall maintain its plans, procedures, programs, etc. in accordance with this PWS. The Contractor shall provide written notification to the CO of its intent to adopt existing programs and/or procedures prior to the end of contract transition. Note that the incumbent contractor operated its personal property system under DOE Order 580.1; however, the Contractor shall adhere to the 41 CFR 109 and FAR 52.245-1 requirements.

The Contractor shall submit a Declaration of Readiness to Execute Contract to the CO, prior to the end of transition, indicating readiness to assume responsibility for execution of the Contract. Also, the Contractor shall identify any post transition activities that may be required to complete transition (e.g., notifications to outside agencies of transfer of co-operator responsibilities, or completion of procedure updates).

Status Reports - Transition Activities

The Contractor shall provide weekly status reports of transition activities to DOE. The Contractor shall establish routine status meetings with DOE and other affected contractors to review transition activities and issues. The frequency of the meetings may increase as the end of contract transition period approaches. The Contractor shall coordinate directly with DOE-ID and other organizations and contractors to finalize any transition agreements required to assume full responsibility at the end of the transition period.

DOE Safeguards and Security Survey

During the contract transition period and prior to assuming control and responsibility for Safeguards and Security (S&S), the Contractor shall be subject to a DOE S&S initial survey conducted in accordance with DOE Order 470.4, *Safeguards and Security Program*. The results of the survey shall be documented and form the basis for DOE authorization to assume S&S responsibilities, in particular, responsibility for Special Nuclear Material (SNM), classified information and other applicable protection level assets identified in DOE Order 470.3, *Design Basis Threat (DBT) Order*. Following the receipt of DOE authorization, the Contractor shall assume responsibility at the end of contract transition for all applicable S&S resources, materials, facilities, documents, and equipment within the facilities for which the Contractor is responsible.

Assumption of Permits

In accordance with Section H.57 clause entitled *Allocation of Responsibilities for Environmental Compliance*, the Contractor shall submit to DOE and/or the regulator, as required, in accordance with Section J, Attachment J-2, *List of Contract Deliverables*, certified permit modification requests (e.g., Site-wide level RCRA permits, EM facility-specific air permits, and EM facility-specific Waste Water Land Application permits) to assume ownership (i.e., change the “operator” name and identify a “responsible corporate officer” responsible for the permit).

INL Mandatory and Optional Site Services

By end of contract transition, the Contractor shall establish a formal interface agreement with the INL contractor describing how the mandatory and optional Site services per Section J, Attachment J-4, *List of INL Mandatory and Optional Site Services*, will be performed throughout the ICP contract period. This agreement shall also address services provided by the ICP Contractor for purchase by the INL contractor. This formal interface agreement shall be submitted to DOE for concurrence.

C.2.2 Government-Owned Property and Equipment Responsibilities for Contract Transition Period

Upon completion of the transition period, the Contractor shall accept transfer of and accountability for Government-owned property and equipment, including special nuclear material, from the following incumbent contracts:

- Idaho Cleanup Project (ICP) Core Contract # DE-EM0004083, Fluor Idaho, LLC
- Nuclear Regulatory Commission Licensed Facilities Contract # DE-EM0003976, Spectra Tech Inc.

All real and personal property currently accountable to the incumbent contractors for contract performance will be provided to the Contractor. During the contract transition period, an inventory record of such property in the DOE Facilities Information Management System

(FIMS) and incumbent contractors' personal property databases will be provided to the Contractor. Specifically, the following property acceptance requirements shall be implemented:

1. The Contractor shall perform a joint wall-to-wall physical inventory with the incumbent contractor(s) of all accountable high-risk and sensitive property during the transition period and accept full accountability for the high-risk and sensitive property at the end of transition. This requirement includes Government property in the possession or control of subcontractors.
2. The Contractor shall accept, at the end of transition, transfer of accountability for the remaining Government-owned real and personal property and equipment, including special nuclear material, not covered under this paragraph, based on existing inventory records, on an "as-is, where-is" basis, or perform a wall-to-wall inventory within the transition period of the contract. Any discrepancies from the existing inventory records shall be reported to the CO. As the formal inventories are completed, the Contractor shall assume responsibility and liability for subsequent losses and damages in accordance with FAR 52.245-1 and 41 CFR 109. If the physical inventory is not accomplished within the allotted time frame, the previous contractors' records will become the inventory baseline.

C.3.0 EM FACILITY INFRASTRUCTURE

The Contractor shall maintain existing facilities in an acceptable functional condition that supports current and projected future missions.

General infrastructure support will be provided by the INL contractor to the Contractor in accordance with Section J, Attachment J-4, List of INL Mandatory and Optional Site Services over the contract period of performance as agreed to between the Idaho Office of Nuclear Energy and the Idaho Office of Environmental Management.

The Contractor shall fulfill the roles and responsibilities for routine activities associated with the Authority Having Jurisdiction (AHJ) for matters involving fire protection. The contractor shall fulfill roles and responsibilities for routine activities associated with the Building Code Official as defined by the International Building Code (IBC) for matters involving fire protection. The Contractor shall fulfill roles and responsibilities of "owner" or other equivalent term, in the application of DOE technical standards of industry codes and standards. Routine activities include (a) the issuance of permits; (b) the review and approval of construction documents and shop drawings (new construction, modification, or renovation); (c) the acceptance of fire protection equipment, materials, installation, and operational procedures (fire system inspection and testing); and (d) the interpretation of building codes or standards.

Documentation of the assigned activities performed shall be available for DOE review. DOE retains the right to override AHJ-related decisions, including the interpretation and application of DOE Order, guides, standards, and mandatory codes and standards.

The assignment of these activities excludes the following, which are retained by DOE:

1. Approval of exemptions and equivalencies/alternatives to DOE Order 420.1, Facility Safety, DOE-STD-1066-2012, Fire Protection, NFPA codes and standards, and the IBC. All exemptions and equivalencies/alternatives shall be submitted to DOE for approval; and
2. Interpretation and resolution of conflicts between NFP A requirements and IBC requirements. Recommendations of resolving conflicts between NFP A and IBC shall be submitted to and resolved by DOE.

C.3.1 RWMC

The Contractor shall operate and maintain the EM-owned buildings and structures at RWMC unless and until they undergo D&D or transfer of ownership away from EM. This includes providing operators, maintenance crafts, engineers, support personnel (QA, Safety, etc.), and management. The Contractor shall maintain needed facilities, equipment, roads, and railroads within RWMC throughout the performance period to function at the same level and in the same condition as at the end of contract transition. This maintenance activity is a contract requirement in accordance with C.9.2.04 *Conduct of Maintenance*.

The Contractor shall operate and maintain the utility systems for RWMC unless and until they undergo D&D or transfer of ownership away from EM. In performing this scope, the Contractor shall reconfigure RWMC utility systems, as necessary, to accommodate the SDA cap and drainage system construction, and while doing so, ensure that necessary utilities are provided, as needed, to support other continuing mission activities. Utility services must provide adequate building protection including, but not limited to, fire protection and life safety (the INL contractor provides the Site-wide Fire Department, but the Contractor shall maintain fire protection within RWMC areas), alarm systems, and nuclear safety.

The Contractor shall be responsible for general facility maintenance and custodial services at RWMC, including, but not limited to: sanitary systems, trash removal, recycling, grass mowing, weed control, housekeeping, floor maintenance, pest control, and snow removal. This maintenance activity is a contract requirement in accordance with C.9.2.04 *Conduct of Maintenance*. The INL contractor provides electrical power to the RWMC substations. The Contractor shall maintain the power distribution systems downstream from these substations and reimburse the INL contractor for power consumption.

C.3.2 INTEC

The Contractor shall operate and maintain the EM-owned buildings and structures at INTEC. This includes providing operators, maintenance crafts, engineers, support personnel (QA, Safety, etc.), and management. The Contractor shall maintain needed facilities, equipment, roads, and railroads within INTEC throughout the performance period to function at the same level and in the same condition as at the end of contract transition. This maintenance activity is a contract requirement in accordance with C.9.2.04 *Conduct of Maintenance*. The Contractor shall refer to:

- Section C.5.3 RH-TRU Waste Disposition for specific scope requirements related to the operations, maintenance, monitoring and improvements of RH-TRU Program facilities at INTEC; and
- Section C.7.0 Spent Nuclear Fuel (SNF) Management for required surveillance, maintenance, and stabilization of SNF facilities.

The Contractor shall operate and maintain the utility systems for INTEC. Utility services must provide adequate building protection including, but not limited to, fire protection (the INL contractor provides the Site-wide Fire Department, but the Contractor shall maintain fire protection within INTEC areas), alarm systems, nuclear safety, and Life Safety Code requirements, specified in National Fire Protection Association 101.

The Contractor shall operate and maintain the INTEC Calcine Solids Storage Facility bin sets.

The Contractor shall be responsible for general facility maintenance and custodial services at INTEC including, but not limited to: sanitary systems, trash removal, recycling, grass mowing, weed control, housekeeping, floor maintenance, pest control, and snow removal. The INL contractor provides electrical power to the INTEC substations. The Contractor shall maintain the power distribution systems downstream from these substations and reimburse the INL contractor for power consumption.

The Contractor shall provide material and storage control for Three Mile Island Unit 2 (TMI-2) and FSV spare parts that are currently located in Idaho.

The Contractor shall proactively reduce anthropogenic water sources at INTEC per the CERCLA ROD for Tank Farm Soil and INTEC Groundwater, Operable Unit (OU) 3-14 (DOE/ID-11296).

C.3.3 Other Facility Infrastructure

The Contractor shall operate and maintain the EM-owned buildings and structures at the INL Site, outside of RWMC and INTEC, including the FSV facility in Colorado, unless and until they undergo D&D or transfer of ownership away from EM. The Contractor shall maintain needed facilities, equipment, roads, and railroads within these other areas throughout the performance period to function at the same level and in the same condition as at the end of contract transition. The Contractor, where applicable for EM owned buildings, shall maintain the power distribution systems downstream from these substations, and reimburse the INL contractor for power consumption. This maintenance activity is a contract requirement in accordance with C.9.2.04 *Conduct of Maintenance*.

C.4.0 CERCLA REMEDIATION

The Contractor shall ensure compliance with the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) and the CERCLA-based Federal Facility Agreement and Consent Order (FFA/CO) for the Idaho National Engineering Laboratory (1991), the Agreement to Implement (2008), and with associated CERCLA Records of Decision and their

implementing plans for Waste Area Groups (WAG) 1-7 and 10. Scope related to WAGs 5 and 6 is included in WAG 10. CERCLA documents referred to are available at <https://fluor-idaho.com/arir/>. The Contractor shall develop, submit, and finalize reports in accordance with Section J, Attachment J-5, *Environmental Regulatory Structure and Interface Protocol for the ICP Contractor*. Key CERCLA deliverables, including FFA/CO Primary documents, are listed in Section J, Attachment J-2, *Contract Deliverables*.

This scope also includes, but is not limited to: hazardous substance release Site evaluation and remediation, institutional controls, monitoring, operation and maintenance of remedial actions, and CERCLA Five-Year reviews. The Contractor shall implement the Quality Assurance Project Plan (QAPjP) (DOE/ID-10587) as applicable for data collection activities under the FFA/CO.

The Contractor shall implement the INL Site Community Involvement Plan (DOE/ID-11518) as it applies to CERCLA Remediation work throughout the contract period of performance.

C.4.1 INTEC Tank Farm Cap

The Contractor shall maintain the Interim Tank Farm Low Permeability Cover 90% Design (EDF-10116) and update it as necessary to reflect current field conditions and requirements until the Low Permeability Cover is complete. The 90% design drawings for Phase II include a design for installation of low permeability pavement on the Tank Farm. Part A was completed during 2017 (See Operable Unit 3-14, Tank Farm Soil and INTEC Groundwater, Phase I and Phase II, Part A Interim Remedial Action Report – DOE/ID-11475, February 2018).

The Contractor shall construct a low-permeability pavement cover over the eastern third of the tank farm (including any activities necessary to prepare the tank farm area for low-permeability pavement) in accordance with Phase II Part B of the Operable Unit 3-14 Tank Farm Soil and INTEC Groundwater Remedial Design/Remedial Action Work Plan (DOE/ID-11333) and the Phase II 90% Design Drawings (EDF-10116), including completion and final regulatory approval of the associated Remedial Action Report. The Contractor shall complete construction of Phase II Part B of the low permeability pavement upon completion of RCRA closure of WM-187, 188, 189, & 190 tanks.

The Contractor shall maintain the entire low permeability cover and Recharge Control Zone asphalt throughout the contract period of performance in accordance with the Operable Unit 3-14 Tank Farm Soil and INTEC Groundwater Operation and Maintenance Plan (DOE/ID-11337).

C.4.2 RWMC SDA Cap

The Contractor shall construct an evapotranspiration surface barrier (cap) over the Subsurface Disposal Area (SDA) located at RWMC in accordance with the approved Phase 1 Remedial Design/Remedial Action Work Plan for Operable Unit 7-13/14 (DOE/ID-11389), Remedial Design Work Plan (DOE/ID-11482) and Operable Unit (OU) 7-13/14 Phase 3 Remedial Design

(DOE/ID-12015). The Contractor shall complete, submit, obtain regulatory approval as required, and implement construction-related documents in accordance with these work plans or associated documents, e.g. the Operable Unit 7-13/14 Phase 3 Remedial Design Work Plan (DOE/ID-11482), and those included in Section 6 of the Remedial Design Report.

The Contractor shall document surface barrier completion and the entire completion of the OU 7-13/14 ROD (DOE/ID-11359) implementation in a Comprehensive Remedial Action (RA) Report, which shall be submitted in accordance with the above-noted Work Plans by December 31, 20~~33~~²⁸, and finalized in accordance with the FFA/CO. RA Report documentation shall ~~also support Critical Decision (CD)-4 approval under DOE Order 413.3 and~~ demonstrate compliance with DOE Order 435.1.

~~As construction of the surface barrier will be under DOE Order 413.3, the Contractor shall complete documentation and activities (e.g., PARS II EVMS electronic reporting) necessary to support achieving CD-1, CD-2, CD-3, and CD-4, e.g., Security Vulnerability Assessment, and shall support associated project reviews, information requests, etc., as necessary.~~

The Contractor shall work with the U.S. Corps of Engineers and obtain a renewed determination, prior to its expiration in June of 2022, that the Spreading Areas are not waters of the U.S.

The Contractor shall complete borrow source restoration as addressed in the Borrow Area Excavation and Restoration Plan for Evapotranspiration Surface Barrier Construction (D)E/ID-2137. ~~SDA surface barrier Design Report (DOE/ID-12015), in Section 2.2 of Attachment 1, Technical and Functional Requirements.~~

The Contractor shall prepare all areas in the footprint of the SDA surface barrier and drainage channel for construction.

The Contractor shall implement the mitigation strategy in the March 2020 Memorandum of Agreement between the United States Department of Energy, Idaho Operations Office and the Idaho State Historic Preservation Office regarding the Subsurface Disposal Area Cap at the Radioactive Waste Management Area (DE-NE700107) (i.e., install an interpretive panel to provide historic information regarding the role of Goodale's Cutoff).

C.4.2.01 Vadose Zone Rebound Study

The Contractor shall complete a vadose zone rebound study in accordance with the Remedial Design Work Plan (DOE/ID-11482, Section 3.2) (envisioned to be in two parts in the draft test plan), the associated Rebound Study Test Plan (DOE/ID-11569), and Field Sampling Plan (DOE/ID-11569, Appendix A). Upon completion of the study, the Contractor shall submit a Rebound Study Report for regulatory agency review per the FFA/CO review process by March 31, 2024, per the Remedial Design (RD) Work Plan.

C.4.2.02 Long-Term Monitoring Network

The Contractor shall develop, obtain approval of, and implement a well decommissioning plan and Post-remedy Long-term Monitoring Plan as discussed in the Long-term Monitoring Study for Operable Unit 7-13/14 (DOE/ID-11568). The Contractor shall document decommissioning of wells and boreholes in the annual INL Water Use Report and Comprehensive Well Inventory submitted to Idaho Department of Water Resources (IDWR) each year.

C.4.3 Idaho CERCLA Disposal Facility (ICDF)

The Contractor shall operate ICDF and dispose of CERCLA soil and debris in the landfill, and dispose of CERCLA waste liquids in the evaporation ponds, in accordance with the Operable Unit 3-13 Record of Decision (DOE/ID-10660) and the following documents:

- ICDF Complex Remedial Action Work Plan (DOE/ID-10984)
- ICDF Complex Operations and Maintenance (O&M) Plan (DOE/ID-11000)
- ICDF Groundwater Monitoring Plan (DOE/ID-10955)
- ICDF Operational and Monitoring Sampling and Analysis Plan (DOE/ID-11005)
- ICDF Waste Acceptance Criteria (DOE/ID-10881)
- ICDF Complex Waste Profile and Verification Sample Guidance (DOE/NE-ID-11175)
- Health and Safety Plan for ICDF INEEL/EXT-01-01318
- DOE Manual 435.1-1, *Disposal Authorization Statement* and associated technical basis documents (e.g. ICDF DOE Order 435.1 Annual Summary Reports)
- ICDF Waste Placement Plan (EDF-ER-286).

C.4.3.01 ICDF New Cell Construction

The Contractor shall construct a new disposal cell at the ICDF and any needed support infrastructure upon direction from the DOE CO.

C.4.3.02 ICDF CAP

The Contractor shall close the existing ICDF landfill cells in accordance with the Operable Unit 3-13 Remedial Design Work Plan (DOE/ID-10984) upon direction from the DOE CO.

C.4.4 Waste Area Groups

C.4.4.01 WAG 1 Test Area North (TAN)

The Contractor shall implement the Technical Support Facility Injection Well (TSF-05) Record of Decision (ROD) for WAG 1, Operable Unit (OU) 1-07B, and the associated ROD Amendment (DOE/ID-10139, AMENDMENT). Accordingly, the Contractor shall implement the In-Situ Bioremediation (ISB) Rebound Test Plan (DOE/ID-11444).

The Contractor shall implement the Groundwater Monitoring Plan for TAN OU 1-07B (DOE/ID-11412).

The Contractor shall implement the Operations and Maintenance Plan for OU 1-07, TAN Groundwater Remediation (DOE/ID 11558). The Contractor shall comply with the Waste Management Plan for TAN Final Groundwater Remediation OU 1-07B (INEEL/EXT-98-00267).

The Contractor shall maintain the TAN Demolition Landfill in accordance with the Post Closure Care requirements pertaining to the period after the first six months following the Closure Certification per the approved Closure Plan (DOE/ID-11347).

C.4.4.02 WAG 2 Advanced Test Reactor Complex Remediation

The Contractor shall implement the Groundwater Monitoring Plan for the Advanced Test Reactor Complex OU 2-13 (DOE/ID-10626).

C.4.4.03 WAG 3 INTEC CERCLA Remediation

The Contractor shall implement the Record of Decisions (RODs) for WAG 3, OU 3-13 (DOE/ID-10660) and 3-14 (DOE/ID-11296), to ensure Remedial Action Objectives (RAO) are met.

The Contractor shall implement the OU 3-14 Tank Farm Soil and INTEC Groundwater Remedial Design/Remedial Action (RD/RA) Work Plan (DOE/ID-11333).

The Contractor shall implement the OU 3-14 Tank Farm Soil and INTEC Groundwater Long-Term Monitoring Plan (DOE/ID-11334).

The Contractor shall implement the OU 3-14 Tank Farm Soil and INTEC Groundwater Operation and Maintenance Plan (DOE/ID-11337).

The Contractor shall comply with the OU 3-14 Tank Farm Soil and INTEC Groundwater Waste Management Plan (DOE/ID-11335).

C.4.4.04 WAG 4 Central Facilities Area Remediation

The Contractor shall implement the Long-Term Monitoring and Field Sampling Plan for the Central Facilities Area Landfills I, II, and III under OU 4-12 (DOE/ID-11374).

C.4.4.05 WAG 7 RWMC CERCLA Remediation

The Contractor shall perform WAG 7 remediation activities in accordance with the OU 7-13/14 ROD (DOE/ID-11359). Remediation activities/approaches, and controlling documentation, shall be revised as necessary, with the full participation of the parties to the FFA/CO, as envisioned by the FFA/CO, as the final phases of ROD implementation are completed.

The Contractor shall implement the Vadose Zone Field Sampling Plan for OU 7-13/14 (DOE/ID-11503), as long as the system continues to operate, with exceptions as needed to accommodate the vadose zone rebound test and removal of the vapor vacuum extraction system.

The Contractor shall implement the Field Sampling Plan for OU 7-13/14 Aquifer Monitoring (DOE/ID-11492) and perform groundwater monitoring and Operation and Maintenance of the monitoring wells, with the understanding that the monitoring network and associated monitoring plans and work scope shall be revised to accommodate/support the SDA cap construction.

The Contractor shall keep current and implement the OU 7-13/14 Operations and Maintenance Plan (DOE/ID-11393); operate and maintain the vapor vacuum extraction system subject to above requirements; complete Pad A inspections and reports, etc. The Contractor shall revise the plan in accordance with the FFA/CO to allow the studies (e.g., vadose zone rebound test and system removal) necessary to complete the design for the final SDA cap.

The Contractor shall implement the Health and Safety Plan for OU 7-13/14 Field Activities (ICP/EXT-04-00209) for applicable work at RWMC.

Upon completion of targeted waste exhumation, the Contractor shall transfer to the state of Idaho all required buried waste exhumation video and other applicable records in a format mutually acceptable and agreed to.

C.4.4.06 WAG 10 Balance of Site Remediation

The Contractor shall implement the Comprehensive ROD for WAG 10, OU 10-08 (DOE/ID-11385), for Long-Term Management and Control of ICP Sites to ensure remedial action objectives are met.

The Contractor shall maintain all CERCLA records and operate and maintain the environmental databases for all WAGs. This includes, but is not limited to, the Institutional Control (IC) database; the Geographical Information System; the CERCLA Action Tracking System; the Environmental Data Warehouse (EDW); and the Administrative Record and Information Repository.

The Contractor shall implement the Site-Wide Institutional Controls, and Operations and Maintenance (IC & O&M) Plan (DOE/ID-11042).

The Contractor shall prepare a draft CERCLA 5-year review document for submittal to regulatory agencies by August 15, 2025, 2030, and possibly 2035. The Contractor shall also be responsible for revising and finalizing the 5-year review document per agency comment.

The Contractor shall implement the OU 10-08 Post-Record of Decision Groundwater Monitoring and Field Sampling Plan (DOE/ID-11420). The Contractor shall maintain the current CERCLA

monitoring well network, including well logging, routine maintenance of existing monitor wells, and the annual reporting of such activities.

The Contractor shall manage and maintain the New Site Process by identifying, tracking, remediating, and documenting the remediation of future new Sites in accordance with OU 10-08 ROD and Remedial Design Remedial Action Work Plan (DOE/ID-11418). See Section 5 of DOE/ID-11418. The Contractor shall perform remedial actions at new CERCLA Sites identified through the New Site Identification (NSI) process.

The Contractor shall complete New Site Identification Forms (NSID), Part As, Part Bs, etc. as necessary. Part A NSI forms shall be submitted to the Agencies within 30 days of discovery of a New Site. New Site identification forms (Parts A and B) are included in the OU 10-08 Remedial Design Remedial Action Work Plan (DOE/ID-11418) as Appendix F.

The Contractor shall prepare a Plug-in Remedy Memorandum and an Explanation of Significant Differences for the implementation of the plug-in remedies as needed.

The Contractor shall implement Field Sampling Plans (FSP) and remedial actions in the field as needed.

FSP documents for potential new Sites shall be posted to <https://fluor-idaho.com/arir/> when complete.

After the FSPs are implemented and characterization data are obtained, the Contractor shall complete Part B of the NSID process for each Site and obtain regulatory agency approval.

C.4.5 RWMC Low Level Waste Disposal Facility Closure

The Contractor shall close the Active Low-Level Waste Disposal Facility (ALLDF) and the two inactive soil vaults in Soil Vault Row (SVR) 21 in accordance with RPT-576 Interim Closure Plan for ALLDF RWMC - 2016 - 435.1 to facilitate construction of the surface barrier.

C.4.6 Additional Groundwater Monitoring Wells

The Contractor shall abandon existing monitoring wells and install new monitoring wells (e.g. the CFA Landfill monitoring and TAN Groundwater Remediation) for monitoring upon direction from the DOE CO.

C.5.0 WASTE MANAGEMENT

The Contractor shall manage hazardous waste, Low Level Waste (LLW), Mixed Low Level Waste (M/LLW) (including primary M/LLW from INTEC and AMWTP, which was stored as Idaho Settlement Agreement Contact Handled Transuranic (CH-TRU) waste and after treatment was reclassified as M/LLW), CH-TRU and Remote Handled (RH)-TRU waste, and exhumed buried CH-TRU waste generated by the ICP. Waste types anticipated to be encountered under

this PWS include debris, solids, and soil. The Contractor shall establish and maintain a DOE Order 435.1-compliant LLW, M/LLW and TRU waste program. This includes, but is not limited to: treating waste (as necessary); maintaining characterization and treatment equipment and facilities; supporting inspection, certification, and compliance audits (including multiple disciplines within the Department of Energy Consolidated Audit Program (DOECAP) process); transporting and disposing of waste; and interfacing with regulatory agencies including EPA, the state of Idaho (e.g. Attorney General's office, Governor's office, Department of Environmental Quality, etc.), the state of Nevada, and the state of New Mexico.

The Contractor shall be subject to the Department of Transportation (DOT) Hazardous Material Regulations (HMR). If the Contractor prepares and/or conducts an offsite shipment that is not in accordance with the HMR, then the Contractor shall apply for a DOT Special Permit. Applications shall be submitted to the Manager, ICP for processing through the EM Headquarters Certifying Official (HCO) to DOT. Applications shall follow the directions in 49 CFR 107.105.

TRU waste generated or managed under this Contractor encountered during the course of accomplishing this contract work shall be processed and shipped out of the state of Idaho in accordance with the receiving facility (e.g., Treatment Storage and Disposal Facility (TSDF) or Waste Isolation Pilot Plant (WIPP)) waste acceptance criteria and shipping schedules (as approved by the receiving facility or Carlsbad Field Office (CBFO)).

All TRU waste with a generation date of 1995 or earlier shall be managed as Idaho Settlement Agreement TRU waste and is defined as "Legacy TRU waste." Waste previously retrieved from the Transuranic Storage Area – Retrieval Enclosure (TSA-RE) includes waste that may fall out as M/LLW after treatment and characterization is completed and before final certification for shipping for disposal occurs and shall be shipped accordingly. All ISA CH-TRU waste shall be shipped out of the state of Idaho in accordance with the WIPP shipping schedule approved by the CBFO. All ISA CH-TRU waste and associated volumes that shall be shipped shall be accounted for by the Contractor by providing objective evidence to DOE of compliance with provisions of the 1995 Idaho Settlement Agreement and the INL Site Treatment Plan.

All targeted waste exhumed and packaged from the SDA under OU 7-13/14 activities, regardless of assay results, shall be processed and shipped out of the state of Idaho in compliance with the requirements defined in the Agreement to Implement. For WIPP disposal purposes, related to the exhumation of buried waste, the Contractor shall manage exhumed waste in accordance with the applicable requirements of the Waste Analysis Plan of the WIPP Hazardous Waste Facility Permit

The Contractor shall perform work associated with the disposal of TRU waste at WIPP, which includes, but is not limited to: retrieval from various on-Site locations; development of acceptable knowledge documentation (including Tier 1-request development and support); visual examination as needed; waste characterization and certification; assembly of containers into

payloads; and loading of approved transportation containers for shipment to and disposal at WIPP. The Contractor shall certify TRU waste to meet the requirements of the most current version of the WIPP Waste Acceptance Criteria (WAC), which includes, but is not limited to: development of data packages to show compliance with the WIPP WAC, defense of data packages, and negotiation with the state of New Mexico and EPA.

Payloads that are certified for disposal at WIPP by the National TRU Program at CBFO shall meet the requirements for shipment in TRUPACT-II containers, TRUPACT-III containers, HalfPACT containers, RH-72B containers, Shielded Container Assemblies, or other NRC-certified packaging as applicable. The container specifications for approved payload configurations are identified in the most current version of the WIPP WAC. The payload configurations can include a mixture of TRU waste and waste having TRU constituents provided the final disposal configuration is determined to be TRU waste.

The WIPP Shipping Baseline schedule is subject to CBFO approval and utilizes a week starting on Sunday and ending on Saturday. The Contractor shall ensure the WIPP Shipping Baseline schedule accounts for the following Idaho native Indian tribal holidays: Treaty Days (July 3), Independence Day (July 4), Shoshone – Bannock Indian Festival (typically the second weekend in August, Thursday through Sunday) and Indian Days (typically the last Friday of September). The Contractor shall plan for approximately six weeks for the annual WIPP maintenance shutdown, typically during the second quarter of the Government fiscal year. CBFO will establish what constitutes the last shipment prior to a holiday or shutdown and when shipments can resume. Additionally, CBFO will suspend shipping while upgrades are being done to the WIPP infrastructure and underground.

Agreement on specific dates for TRU waste shipments to WIPP are reached between DOE-ID and DOE-CBFO approximately one month in advance. The WIPP Shipping Baseline schedule is subject to changes based upon CBFO funding and DOE priorities. Shipment departure times are subject to CBFO approval in order to comply with CBFO agreements with participating states en route (e.g. the number of shipments at a Port of Entry at any one time or shipment arrival times at a Port of Entry).

Transportation inspections are required by the U.S. DOT and the state of Idaho prior to the TRU waste shipments leaving the INL Site. The Contractor shall be responsible for control of the shipment through loading and assembly of the cask, placement and securing the cask onto the transport trailer provided by the Government, and inspection of the assembled load, truck, and trailer by the Idaho State Police (ISP). After the ISP has determined that the shipment has passed inspection, the shipment is released, thereby transferring control to the WIPP transportation contractor. Transportation of TRU waste to WIPP is the responsibility of CBFO after the transport receives dispatch approval from the WIPP Central Monitoring Room and leaves the INL security gate. The Contractor shall coordinate with the INL contractor and CBFO to allow for ISP badging, security interactions, and access to the inspection area.

The Contractor shall manage material previously mischaracterized as SNF, identified in Section C.7 *SNF Management*, by performing waste determination support, treatment, characterization, certification and shipping for disposal.

The three major waste programs discussed under this section include: CH-TRU (C.5.1 and C.5.2), RH-TRU & RH-M/LLW (C.5.3 and C.5.4), and CH M/LLW (C.5.5).

C.5.1 CH TRU Waste Disposition

The Contractor shall complete certification of all ISA waste at the Transuranic Storage Area (TSA) and also shall complete shipment out of the state of Idaho in accordance with the WIPP shipping schedule approved by the CBFO.

C.5.1.01 AMWTP Permit

The AMWTP Hazardous Waste Management Act (HWMA)/RCRA Permit was issued with an original effective date of June 4, 2008, and currently consists of the Waste Storage Facilities (WSF) WMF-628 through WMF-635, WMF-610, WMF-676, and the Outside Storage Area. The WSF, WMF-610, and WMF-676 are currently permitted for storage, various miscellaneous treatment, and mechanical processing. WMF-636 Pad 2 and the Outside Storage Area are currently permitted for container storage and treatment.

The Contractor shall maintain the currency of the AMWTP HWMA/RCRA Permit as required by the INL RCRA Work Plan.

WMF-636 (TSA-RE) is a weather-tight metal building over hazardous waste container storage units TSA-RE Pad R, Pad 2, and Pad 1. The TSA-RE building covers the waste stack, berms, and sloped earth. TSA-RE Pad 1 and TSA-RE Pad R are currently permitted for storage, liquid absorption, decanting, neutralization, sizing, and repackaging. The Pad 1 and Pad R portions of this unit will operate under interim status, and the Pad 2 portion of this unit will operate under the AMWTP HWMA/RCRA Permit until closure.

C.5.1.02 CH-TRU Characterization and Certification

In order to ship waste to WIPP, the waste shall be characterized, certified, and shipped by a program that is certified by the National TRU Program at CBFO. At the end of contract transition, the Contractor shall have implemented the DOE approved schedule to obtain, in a timely manner, the certification authority granted to the Idaho CH-TRU Program by CBFO in order to characterize and certify CH-TRU waste for disposal at WIPP. The Contractor shall maintain the certification authority to perform the characterization, certification, and shipping of CH TRU waste to WIPP throughout the contract period. To maintain this capability, the Contractor shall accommodate, at a minimum, audits performed by the CBFO, the state of New Mexico, and the EPA.

The Contractor shall perform characterization as needed for storage, treatment, certification, transportation, and disposal of CH-TRU waste. Characterization may include, but is not limited to: radiological or radiographical examination; visual examination; non-destructive assay; head-space gas analysis; and/or flammability analysis (prior to final certification); reviewing characterization and treatment data to ensure the waste meets all disposal requirements; or any other methodology acceptable to DOE. The Contractor shall ensure waste packages meet all certification requirements for acceptance at WIPP, per the most current version of the WIPP WAC.

C.5.1.03 CH-TRU Treatment

The Contractor shall treat CH-TRU waste for disposal and certify that the waste has been treated to applicable requirements, including the waste acceptance criteria of the treatment/disposal facility (e.g., the WIPP WAC). Waste that is demonstrated through assay to contain a concentration of greater than or equal to 100 nCi/g of transuranic isotopes shall be treated to meet the requirements of the most current WIPP WAC and shall be disposed of as CH-TRU. Waste that is demonstrated through assay to contain a concentration of less than 100 nCi/g of transuranic isotopes shall be classified as M/LLW and shall meet the requirements of the appropriate disposal facility's WAC for disposition.

Existing treatment processes include, but are not limited to: repackaging, size reduction, opening and sorting waste in order to address prohibited conditions, and mixing with absorbent to remove free liquid. These processes are currently performed in various treatment tents in the CH-TRU program, ARP-VII for sludge repackaging, and various other facilities at RWMC as needed. The existing processes and equipment are the responsibility of the Contractor to be utilized as needed to treat waste in an acceptable manner for the WAC for the receiving facilities.

C.5.1.04 CH-TRU Storage and Movement

The Contractor shall store all waste in a safe and compliant manner until the waste is disposed off-Site or transferred for shipment to WIPP. Waste may be transferred within the RWMC footprint without characterization or Department of Transportation (DOT) compliant packaging. Waste transfers between RWMC and INTEC or Materials and Fuels Complex (MFC) shall be performed under the Contractor's DOE approved Transportation Safety Document in accordance with DOE Order 460.1, *Hazardous Materials Packaging and Transportation Safety*.

C.5.1.05 CH-TRU Packaging and Transportation

Contractor assembly and certification of payloads and shipments are under the oversight and authority of the National TRU Program (NTP) at CBFO. The Contractor shall utilize the services of the NTP at CBFO contractor to oversee the development of the CH-TRU waste assembly and certification of payloads and shipments in accordance with the DOE CBFO TRU Waste Transportation Program.

For the CH-TRU packaging and transportation activities, the NTP at CBFO contractor will be responsible for:

- Assembly of certified waste containers into virtual payloads for shipment to WIPP
- Completion of flam gas analysis and other transportation related activities that lead to the development of a certified shipment
- Oversight of the payload assembly and loading for WIPP shipment, and
- Shipment of waste to WIPP.

The Contractor shall follow DOE policy for efficient use of TRU waste transportation resources which requires shipping Sites to ship the maximum number of loaded packages (e.g., three TRUPACT-IIs or two TRUPACT-IIs and one Half-PACT) per shipment with minimal dunnage containers and the maximum amount of waste. All over-packed shipping configurations require specific advance approval from the National TRU Program at CBFO.

The Contractor shall follow NTP at CBFO requirements specified in the WIPP WAC and CBFO certification letters. Such measures shall include, but are not limited to, utilizing payload configurations and waste packaging that minimizes dunnage and maximizes shipping and disposal efficiency.

The Contractor shall utilize transport containers provided by WIPP. Transport of TRU waste to WIPP is a Government furnished service that is provided by CBFO. Costs for transportation of TRU waste to WIPP that are associated with: TRUPACT-II, TRUPACT-III, Half-PACT, other approved NRC licensed containers, trailers, tractors, drivers, and disposal at WIPP are borne by CBFO, with the exception of consumables (e.g. ten-drum over packs, Standard Large Box (SLB) 2, standard waste box, etc.).

The Contractor shall coordinate with NTP at CBFO to ship all CH-TRU waste. CH-TRU waste shall be shipped per the shipping schedule established by NTP at CBFO.

The Contractor shall continue to operate and maintain facilities WMF-602, 610, 618, 628, 634, 635, and type II storage modules (WMF- 629 – 633) as needed through completion of shipping.

C.5.2 Buried Waste Exhumation

The Contractor shall continue implementation of the WAG 7 OU 7-13/14 ROD and Agreement to Implement Court Order, dated May 25, 2006, including all required actions and reporting. In performing waste exhumation, the Contractor shall implement the OU 7-13/14 Phase 1 RD/RA Work Plan, Rev. 2 (DOE/ID-11389). Targeted buried waste exhumation shall be completed, and the draft Phase I Interim Remedial Action Report shall be submitted to the agencies in accordance with the FFA/CO and the *Environmental Regulatory Structure and Interface Protocol for the ICP Core Contractor* (see Section J, Attachment J-5). The Phase I Interim Remedial Action Report shall be finalized with regulatory agency acceptance in accordance with the FFA/CO.

The Contractor shall complete buried waste exhumation of the remaining footprint in ARP IX at the RWMC using the existing facilities and equipment (excavators, telehandlers, front end loaders, Drum Packaging Stations, etc.). All other work associated with processing exhumed waste shall be completed in accordance with Sections C.5.1.02, C.5.1.04, and C.5.1.05.

C.5.3 RH-TRU Waste Disposition

The Contractor shall monitor and maintain the storage of RH-TRU waste and support the shipment for disposal out of Idaho for all RH-TRU in storage. All waste shall be shipped out of the state of Idaho for disposal in accordance with the WIPP shipping schedule. This scope includes the operations, maintenance, monitoring and improvements of RH-TRU Program facilities at INTEC. These activities shall include, but are not limited to: routine operations and maintenance activities needed to support the RH-TRU Program facilities and any facility improvements needed to sustain operations.

The RH-TRU Program consists of the following elements.

C.5.3.01 RH-TRU Characterization and Certification

In order to ship waste to WIPP, the waste shall be certified and characterized, packaged, and shipped by a program that is certified by CBFO. The Contractor shall verify previously certified waste and ensure the certification is still effective or shall certify to meet the most recent WIPP WAC requirements. The Contractor shall utilize the services of the NTP at CBFO contractor to develop RH-TRU waste certification data packages and assemble the loads. The Contractor shall support the development of the waste certification data packages to show compliance with the WIPP WAC, support the defense of the data packages, and support negotiations with the State of New Mexico and the Environmental Protection Agency.

The Contractor shall perform characterization to support the NTP at CBFO contractor program as needed for storage, treatment, certification, transportation, and disposal of RH-TRU waste. Characterization may include, but is not limited to, radiological or radiographical examination, visual examination, dose-to-curie, and/or flammability analysis, wattage determinations, reviewing characterization and treatment data to ensure the waste meets all disposal requirements, or any other methodology acceptable to DOE.

C.5.3.02 RH-TRU Treatment

The Contractor shall treat all waste for disposal and certify that the waste has been treated to applicable requirements, including the most recent WAC of the treatment/disposal facility. Waste that is demonstrated through assay or dose-to-curie to contain a concentration of greater than or equal to 100 nCi/g of transuranic isotopes shall be treated to meet the requirements of the WIPP WAC. Waste that is demonstrated through assay or dose-to-curie to contain a concentration of less than 100 nCi/g of transuranic isotopes shall meet the requirements of the appropriate disposal facility's WAC.

Existing treatment processes include, but are not limited to: repackaging, size reduction, removal of WIPP prohibited waste characteristics (e.g. Sodium), and opening and sorting waste in order to address prohibited conditions that prevent disposal of the subject waste. These processes are currently performed in CPP-666 and CPP-659 at INTEC.

C.5.3.03 RH-TRU Storage and Movement

The Contractor shall store all waste in a safe and compliant manner until the waste is disposed off-Site or transferred for shipment to WIPP. Waste may be transferred within the INTEC footprint without complete characterization or DOT compliant packaging. Waste transfers between RWMC or MFC and INTEC shall be performed under the Contractor's DOE approved transport plan based on the safety basis requirements for on-Site transfers in accordance with 10 CFR 830, *Nuclear Safety Management* and in coordination with the INL contractor.

C.5.3.04 RH-TRU Packaging and Transportation

The NTP at CBFO conducts oversight and has authority as the Certified Packaging and Transport Program for assembly and certification of payloads and shipments to the WIPP. The Contractor shall utilize payload configurations that maximize the WIPP disposal capability, as determined by the NTP at CBFO. The Contractor shall follow DOE policy for efficient use of TRU waste transportation resources which requires shipping Sites to ship the maximum number of loaded packages (e.g., fully-loaded RH-72Bs) per shipment with minimal dunnage containers and the maximum amount of waste. All over-packed (e.g. shielded container assemblies) shipping configurations require specific advance approval from the National TRU Program at CBFO.

The Contractor shall follow NTP at CBFO requirements specified in the WIPP WAC. Such measures shall include but are not limited to utilizing payload configurations and waste packaging that minimizes dunnage and maximizes shipping and disposal efficiency, including use of shielded over-pack containers.

The Contractor shall utilize transport containers provided by WIPP. Transport of TRU waste to WIPP is a Government Furnished Service that is provided by CBFO. Costs for transportation of TRU waste to WIPP that are associated with RH-72B casks, other approved NRC licensed containers, trailers, tractors, drivers, and disposal at WIPP are borne by CBFO, with the exception of consumables (e.g., removable lid canisters, shielded container assemblies).

C.5.3.05 RH Waste LOT 11

The Contractor shall retrieve, process, treat, characterize, and dispose of the waste identified as Lot 11 (Legacy RH-M/LLW). Although most of Lot 11 can only be treated in CPP-666 due to container size and Rad fields greater than 50 R/hr at 30 cm, some of the population may be treated in CPP-659 after sizing or by an approved thermal treatment process.

This scope involves the treatment and repackaging of waste that contains sodium, NaK, and/or RCRA metals. The reactive nature of this waste requires segregation and management to prevent its unintended contact with water or other materials that may cause a reaction. Activities such as hot cell cleanouts may be required prior to introduction of other waste streams into treatment areas that have processed active waste. This waste shall be retrieved from below ground storage at the Radioactive Scrap and Waste Facility (RSWF) at MFC, or above ground as made available by the INL contractor and transferred to INTEC by the Contractor or the INL contractor for treatment. The storage configuration at RSWF is vertical pipes placed below grade and retrieval may require excavation of the pipes.

C.5.4 Naval Nuclear Propulsion Program (NNPP) Pieces, Parts, and Fines (PPF) (NNPP FUNDED)

The Contractor shall dispose of the Naval Nuclear Propulsion Program (NNPP) waste located at the INTEC or Naval Reactors Facility (NRF). The Contractor shall characterize, package and ship this waste off Site for disposal. The Contractor shall inform DOE of material that does not meet the WIPP WAC.

Security clearances shall be required for all staff that will view the contents of the NNPP containers or have access to the classified information associated with their contents. A secure conference room with electronic communications equipment is located in CPP-666. The Contractor shall maintain the secure conference room and electronic communications equipment located in CPP-666 for use by NNPP staff. This room can be shared with staff associated with the SNF Transfer Program.

C.5.4.01 Naval Nuclear Propulsion Program (NNPP) RH-TRU Characterization and Certification

The Contractor shall characterize NNPP Pieces, Parts, and Fines (PPF) in accordance with Section C.5.3.01 *RH-TRU Characterization and Certification*. Waste characterization and certification will be performed under the certification authority of the CCP for disposal at WIPP. The Contractor shall develop Acceptable Knowledge (AK) summary reports to be used in the certification process to ship all waste out of the state of Idaho.

C.5.4.02 Naval Nuclear Propulsion Program (NNPP) RH-TRU Storage and Movement

The Contractor shall perform storage and movement of NNPP PPF in a safe and compliant manner until the waste is disposed off-Site or transferred for shipment to WIPP. Waste may be transferred within the INTEC footprint without characterization or DOT compliant packaging.

C.5.4.03 Naval Nuclear Propulsion Program (NNPP) RH-TRU Packaging and Transportation

The Contractor shall perform packaging and transportation of NNPP PPF in accordance with Section C.5.3.04 *RH-TRU Packaging and Transportation* and shall be shipped out of the state of

Idaho for disposal. Any waste that cannot be disposed at WIPP shall be packaged in a manner that allows for disposal in another TSDF or returned to the NRF.

C.5.5 CH M/LLW Disposition

C.5.5.01 Waste Generator Services

The Contractor shall manage a waste generator services program that encompasses hazardous and M/LLW waste. This management starts with pre-generation planning through shipment to off-Site or on-Site disposal. The Contractor shall ensure that all wastes are properly characterized and maintained in safe, compliant storage until properly disposed of or shipped off-Site. The Contractor shall establish management controls to allow timely and efficient verification by DOE of waste volumes generated, treated, certified, packaged, loaded, and shipped off-Site. The Contractor shall safely manage and dispose of waste, generated by or discovered during on-Site EM cleanup activities, at an appropriate disposal facility. The Contractor shall establish or maintain the generator certifications with off-Site disposal facilities (e.g. Energy Solutions, Waste Control Specialists, etc.) necessary to implement the PWS. Should another contractor require ICP Waste Generator Services, then the Interface Agreement between the two contractors shall define how waste treatment and disposal services will be provided and reimbursed.

Packaging, transporting, and disposing of non-TRU waste for treatment and/or disposal facilities shall be the responsibility of the Contractor. There is currently no on-Site disposal facility for non-CERCLA M/LLW. The Contractor shall package waste to meet applicable regulatory and treatment/disposal requirements and shall comply with the applicable WAC for treatment and disposal facilities. The Contractor shall be responsible for providing shipping containers for non-TRU waste and ensuring all applicable shipments meet DOT requirements. The Contractor shall provide transportation coordination related to the scheduling, inspection, notification, tracking, and reporting of non-TRU waste shipments. The Contractor shall assume responsibility for the shipping certification granted by the DOE Nevada National Security Site (NNSS) in order to dispose of non-TRU waste at NNSS. This certification shall be maintained throughout the contract.

The Contractor shall treat, as necessary, and dispose of process-generated waste and other wastes in accordance with time-frames specified in the Site Treatment Plan or any other relevant regulations or regulatory requirements. Process-generated waste is newly generated waste as a result of waste processing, maintenance operations, or equipment change out. Examples of process-generated wastes include, but are not limited to, shredder boxes, empty cargo containers, cleaning solvents used during maintenance, rags, contaminated clothing, and failed equipment parts. All process generated waste created during the execution of this contract shall be dispositioned.

The Contractor's Waste Generator Services shall include the following:

1. Management and operations of the Integrated Waste Tracking System (IWTS) and the Waste Tracking System (WTS) at AMWTP.
2. Interface with the Waste Data System (WDS) controlled by the NTP at CBFO.

C.5.5.02 Special Requirements Wastes

During the course of normal operations, the Contractor may encounter waste that has special handling requirements. These wastes include, but are not limited to: non-defense TRU waste, mercury contaminate granulated activated carbon (GAC), high fissile gram equivalent (FGE) TRU waste, oversized and overweight containers and items, greater than class C (GTCC)-like waste, and TRU waste from other DOE Sites. The Contractor shall manage this waste in accordance with all applicable laws and regulations.

The Contractor shall manage this waste in accordance with all applicable laws and regulations until such a time as an operating facility becomes available.

C.5.5.03 Legacy Excess Radioactive/Hazardous Materials

The Contractor shall process and disposition Legacy Excess Radioactive/Hazardous Materials (excluding depleted uranium ingots) and the entire Sodium Component Maintenance Shop (SCMS) Backlog.

C.5.6 RCRA Closure of RWMC Facilities

The Contractor shall perform RCRA closure of RWMC facilities as their missions conclude. This includes finalizing existing preliminary closure plans per the RCRA permit, and then executing RCRA closure in accordance with the finalized plans.

C.6.0 LIQUID WASTE FACILITY CLOSURE

C.6.1 Integrated Waste Treatment Unit (IWTU) Operations

The Contractor shall continue to operate and maintain the IWTU facility until treatment is complete on all Sodium Bearing Waste (SBW) in the four INTEC Tanks WM-187, WM-188, WM-189, and WM-190, estimated 900,000 gallons of SBW, and store the granular waste product in the IWTU storage area. (Note: Tank WM-190 is an empty tank that was constructed in the event one of the other tanks leaked. The remaining three tanks have liquid waste in them, but all four tanks shall be RCRA closed.)

C.6.2 Calcine Retrieval Demonstration and Disposition Project

The Contractor shall complete the Calcine Retrieval Demonstration Project upon direction from the DOE CO.

The Contractor shall implement the 2015 Calcine Disposition Project (CDP) Analysis of Alternative Recommendations to re-evaluate direct disposal of calcine as the preferred disposition path for calcine.

The Contractor shall develop a long-term strategy for calcine waste disposition. IWTU facility modifications may be implemented to support calcine disposition upon direction of the DOE CO. These modifications may be dependent upon the calcine disposition path forward (future treatment versus direct disposal).

C.6.3 Liquid Waste Facility Closure

The Contractor shall continue the maintenance of the INTEC Liquid Waste Management Facilities at the same level conducted at contract takeover. This includes providing the same level of support for the INTEC Liquid Waste Management System (ILWMS) Closure.

The Contractor shall complete closure of the remaining four 300,000 gallon tanks (Tanks WM-187, WM-188, WM-189, and WM-190; including the tank vaults, cooling coils, valve boxes, and ancillary piping) of the INTEC Tank Farm Facility in accordance with the RCRA Closure Plan (DOE/ID-11273, "Idaho Hazardous Waste Management Act/Resource Conservation and Recovery Act Closure Plan for Idaho Nuclear Technology and Engineering Center Tanks WM-187, WM-188, WM-189, and WM-190, and all Remaining Tank Farm Facility Resource Conservation and Recovery Act Piping", October 2012). The scope includes modifying the RCRA Closure Plan if needed and then completing closure according to the finalized plan. The Contractor shall submit the Professional Engineer's Certification to the state of Idaho in accordance with the finalized RCRA Closure Plan. See the Idaho Department of Environmental Quality (DEQ) website for the text of all the RCRA and air permits, <http://www.deq.idaho.gov/permitting/issued-permits.aspx>.

The Contractor shall complete RCRA Closure of the INTEC Liquid Waste Management System. This includes modifying, if necessary, and finalizing the draft DOE/ID-11460 HWMA/RCRA Closure Plan for the INTEC Liquid Waste Management System – Process Equipment Waste Evaporator (PEWE) and Liquid Effluent Treatment and Disposal (LET&D) Systems, March 2012, and then completing closure according to the finalized plan and schedule.

The Contractor shall complete RCRA Closure of the INTEC New Waste Calcining Facility except for those areas required for RH-TRU packaging and the calcine contaminated transport air lines. This includes modifying, if necessary, and finalizing the draft DOE/ID-11477 HWMA/RCRA Closure Plan for the INTEC New Waste Calcining Facility (CPP-659), September 2012, and then completing closure according to the finalized plan and schedule.

The Contractor shall operate the IWTU as needed to process waste generated during the INTEC Tank Farm Closure.

The Contractor may also use the IWTU to process waste generated from the RCRA Closure of the INTEC Liquid Waste Management System, and from the RCRA Closure of the INTEC New Waste Calcining Facility if required by its technical approach. If the Contractor determines it will use IWTU to treat this waste, then the Contractor shall plan for extending the current steam reforming license to cover this waste.

The Contractor shall complete RCRA Closure of the IWTU main processing building and then transition the facility to a safe shutdown condition of the process. This includes flushing the system to the extent practicable and downgrading the treatment facility to less than Hazard Category 3. The Contractor shall maintain the infrastructure to support the safe and compliant storage of treated Sodium-Bearing Waste (SBW) in the product storage building.

C.7.0 SPENT NUCLEAR FUEL (SNF) MANAGEMENT

EM manages the SNF Program principally at the INTEC within the INL which requires compliance with the terms and requirements of the 1995 ISA and the 1996 Colorado Agreement. To date, all the SNF milestones under the ISA have been met on time. Two milestones remain. They are:

- Removal of all SNF from wet storage by December 31, 2023, and
- Removal of all SNF from the state of Idaho by January 1, 2035.

The Colorado Agreement has one milestone:

- Removal of SNF from a single facility located within the state of Colorado by January 1, 2035.

C.7.1 Defense EM-Funded SNF Activities

C.7.1.01 Surveillance and Maintenance (S&M) of Materials and Facilities

Under defense-funded activities, EM manages the following SNF facilities at INTEC: CPP-666, CPP-603, CPP-749 and CPP-2707 and related ancillary facilities. The subject facilities are described below.

The Contractor shall maintain the SNF and its associated records, and operate and maintain the SNF storage facilities in accordance with the prescribed safety basis and DOE Orders. The Contractor shall perform routine operations, including inspections and sampling as prescribed in associated safety documentation.

CPP-666, the Fluorinel Dissolution Process and Fuel Storage (FAST) facility was built for the cooling and wet storage of SNF prior to reprocessing. The FAST facility consists of the Fuel Storage Area (FSA) and the Fluorinel Dissolution Process Area (FDPA). The FSA is the subject area for the wet storage of SNF. The FSA consists of several major functional areas designed to manage fuel receipts in large transfer casks and subsequent handling of SNF for storage. The

functional areas include a truck unloading area, two unloading pools, and six underwater storage pools. There are two spent fuel types remaining in the facility (EBR-II driver SNF and ATR SNF), each to be removed to dry storage in its own campaign. The facility, as currently configured, contains 3,788 ports. The facility's inventory will be addressed in each individual Task Order. Upon completion of the SNF mission at CPP-666, the FDPA will continue in service for RH-LLW Lot 11.

CPP-603, the Wet & Dry Fuel Storage Facility, was also built for cooling and wet storage of SNF prior to reprocessing and is comprised of two major functional areas: the wet and dry fuel storage areas. Supporting those functions are cranes, two cask loading and unloading areas, and truck loading and unloading bays. The wet side, the Basin Facility, comprised of three pools, is now closed. The dry side, the Irradiated Fuel Storage Facility (IFSF), remains in operation and dry stores the largest inventory of SNF of the facilities discussed. There are 636 storage positions (ports) in CPP-603. The facility's inventory will be addressed in each individual Task Order.

CPP-749 and CPP-2707 have been combined and are called the Outdoor Fuel Storage Facility (OFSF). The OFSF consists of two areas, (1) CPP-749 - the underground fuel storage or vault area of the facility where fuel is stored in underground storage vaults and (2) CPP-2707 - a concrete pad on which fuel-loaded casks are stored. In addition to these two defined areas, there are three Advanced Test Reactor (ATR) Complex casks containing small amounts of fuel located within the CPP-749 area and one Fissile Mass Limited Area (FMLA) located in a cargo container within CPP-2707. The outdoor fuel storage facility originally consisted of only the underground portion, CPP-749; the concrete pad was incorporated into the entity now called the OFSF. The overall facility was previously known as the CPP-749 Underground Fuel Storage Facility (UGFSF) and the UGFSF designator is still in use in source documentation.

C.7.1.02 Foreign and Domestic SNF Receipts Program.

The Contractor shall maintain the capability to receive and off-load Foreign and Domestic Research Reactor (FRR/DRR) Program SNF for dry storage in CPP-603. At this time, receipt of this type of fuel is prohibited until progress is made in waste treatment at the IWTU.

The Contractor shall inspect the SNF at the generating reactor, perform criticality and thermal analyses to determine transport and storage configurations, and maintain the security chain of custody from the placement of the SNF in a Contractor provided basket. Therefore, travel to generating reactors for SNF inspection and Contractor presence during loading for transport is required. The transport of SNF from the generating reactor to INTEC is not a Contractor function for DRR or FRR SNF. The Contractor shall maintain the equipment used to perform inspections and shall ensure compliance with CPP-603 documented safety analysis during the term of the contract. The Contractor shall procure baskets, basket lids, spacers, and storage canisters and lids as needed to place the fuel into dry storage at INTEC.

C.7.1.03 SNF Projects

C.7.1.03.01 Empty CPP-666 Project

The Contractor shall complete transferring all remaining SNF from wet storage in CPP-666 to dry storage in other locations. This is an ongoing project. The Contractor shall perform any necessary maintenance and repairs to the equipment (e.g., crane(s), tractors, transportation equipment, shield doors, casks, etc.), and any necessary facility modifications to accomplish this scope of work.

C.7.1.03.01.01 ATR SNF

The Contractor shall complete transferring all remaining ATR SNF elements from wet storage in CPP-666 into dry storage in CPP-603. The processes and procedures have been prepared and necessary tools and equipment appropriated or devised. The transfers utilize two high-load chargers (HLC) and two straddle carriers. A shipment is comprised of sending a HLC in a straddle carrier containing eight ATR elements. A transfer comprises two shipments with two HLCs containing a total of 16 ATR elements. This is required for managing the preparatory stage at CPP-603, drying the SNF, prior to canisterization and storage.

C.7.1.03.01.02 EBR-II SNF

The Contractor shall complete transferring all remaining EBR II driver SNF elements from wet storage at CPP-666 to the Materials and Fuels Complex (MFC) within the INL. The processes and procedures have been prepared and necessary tools and equipment have been designed or devised. Phase 2 canisters must be fabricated, and some liners remediated/replaced. The Contractor shall conform to restrictions on shipping and storage as defined by the INL contractor. The Contractor shall establish an Interface Agreement with the INL contractor. To remain flexible, this subproject will allow for execution to place EBR-II SNF at two alternative locations.

Alternative 1 – Transfer to MFC-765. The Contractor shall retrieve, load and ship EBR-II SNF for treatment by the INL contractor at the Fuel Conditioning Facility (FCF), MFC-765, at a rate commensurate with the treatment processing schedule set by the INL contractor. A transfer is comprised of two cans, each containing eight bottles of SNF loaded into an HFEF-6 cask provided by the INL contractor. The bottles are removed from the wet storage basket and placed into the cans for transportation.

Alternative 2 – Transfer to MFC-771. The Contractor shall retrieve, load and ship all remaining EBR-II SNF for storage at the Radioactive Scrap and Waste Facility (RSWF), MFC-771, at a rate sufficient to meet the ISA milestone by December 31, 2023. A transfer is comprised of two cans, each containing eight bottles of SNF loaded into a transfer package. The transfer package consists of a transfer/storage canister within an overpack to ensure a clean package. Two wet storage baskets are taken from the basin, as is, and placed into the

canister nested within the overpack. The canister and overpack is then placed within a HFEF-14 cask provided by the INL contractor. Closure of the liner is required. Closure includes placement of a shield plug and a lid which is then welded to the liner.

While the Contractor shall have access to the RSWF, the Contractor shall not manage the nor be responsible for its safety basis documents and RCRA permit. Inspection and modification of a liner may be required. The Contractor shall provide all materials and equipment necessary to support this activity including the complete fuel storage package (fuel cans, canisters, and lids) and liner closure package (shield plug and lid).

C.7.1.03.02 Complete the Peach Bottom SNF Transfer Project

The Contractor shall complete transfer of all remaining Peach Bottom (PB) SNF within CPP-749 from 1st generation to 2nd generation vaults. This is an ongoing project. The subject fuel is aluminum clad and packaged in an aluminum can, and placed in an aluminum basket, up to 19 at a time within each vault. There is PB SNF in 40 vaults. The 1st generation vaults of CPP-749 are subject to water intrusion either from condensation or seepage. As a result, aluminum oxidation has occurred, increasing hydrogen concentrations to levels of concern (up to 4%). In addition, inspections show visible corrosion of the cans and the basket, and modeling predicts potential failure of the basket during retrieval operations. As a result, all 40 PB vaults will be retrieved from the 1st generation vaults for transfer to the more robust 2nd generation vaults. When justified by inspection, the cans will be placed into a new basket. Transfer to CPP-603 for repackaging may be required.

Twelve (12) higher risk vaults have been identified among the 40 PB vaults for which an engineered recovery tool is required for the safe retrieval of the basket. The Contractor shall perform any necessary maintenance and repairs to the equipment and any necessary facility modifications to accomplish this scope of work. The Contractor shall provide all materials and equipment necessary to support this activity.

C.7.1.03.03 NuPac 125-B Cask Transfer Project

The Contractor shall transfer two NuPac 125-B casks stored in the cask receiving area of CPP-666 to the CPP-603 truck bay. The Contractor shall perform any necessary maintenance and repairs to the equipment and any necessary facility modifications to accomplish this scope of work. The Contractor shall provide all materials and equipment necessary to support this activity.

C.7.1.03.04 Dispositioning of the Unirradiated Light Water Breeder Reactor U-233 Seed Module Project

The Contractor shall complete the necessary planning and dispositioning the unirradiated Light Water Breeder Reactor (LWBR) seed module assembly. The seed module assembly is located in CPP-749 facility.

In April of 2007, after concluding that there was no need for use of the subject SNM, DOE devised a strategy for declaring it waste and proceeding with disposal.¹ The inventory of interest included 40 canisters of fuel and blanket rods and one seed module assembly. The SNM were stored in underground vaults within the CPP-749 facility. In April of 2008, dispositioning of the 40 canisters as low-level waste at the then Nevada Test Site (NTS) now Nevada National Security Site (NNSS) was completed in accordance with this plan.²

The project was suspended, however, prior to dispositioning of the seed module assembly.

C.7.1.03.05 SNF Road Ready Demonstration Project

The Contractor shall continue to support the Road Ready Demonstration Project. The demonstration consists of loading and storage of select SNF into a multi-purpose canister (commonly known as the DOE Standard Canisters (SC)) and placement into dry storage.

The Contractor shall perform any necessary maintenance and repairs to the equipment (e.g., crane(s), shield doors, casks, etc.) and any necessary facility modifications to accomplish this scope of work. The Contractor shall provide all materials and equipment necessary to support this activity.

C.7.1.03.06 Idaho SNF Packaging Facility

The Contractor shall support the Idaho SNF packaging facility to be provided at completion of the Analysis of Alternatives per DOE specifications.

¹ MATERIALS DISPOSITION PLAN - Volume I, Determination of a General Path for the Disposition of EM-Managed U-233 Containing Materials Located at the Idaho National Laboratory, DOE/ID-11329, April 2007.

² Disposition Strategies for EM-Owned Special Nuclear Material at the Idaho National Laboratory - Completion Report, PLN-1249, Rev 7, 3/31/2009.

C.7.1.04 SNF Programmatic Analysis

C.7.1.04.01 SNF Inventory Analysis

A preliminary evaluation of the EM-managed materials within the SNF inventory reveals that as many as 25 fuel types (39.8 MTHM), or 15% of the inventory, may be mischaracterized as SNF.

The Contractor shall evaluate the inventory of INTEC SNF and its known characteristics against the definition of SNF contained within DOE Manual 435.1-1 *Radioactive Waste Management Manual*.

SPENT NUCLEAR FUEL. Fuel that has been withdrawn from a nuclear reactor following irradiation, the constituent elements of which have not been separated by reprocessing. Test specimens of fissionable material irradiated for research and development only, and not production of power or plutonium, may be classified as waste, and managed in accordance with the requirements of this Order when it is technically infeasible, cost prohibitive, or would increase worker exposure to separate the remaining test specimens from other contaminated material. [Adapted from: DOE Order 5820.2, *Radioactive Waste Management*]

Fuels not meeting that definition may qualify as a waste type defined within the associated DOE Order and will be handled under Section C.5. The Contractor shall develop disposition strategies commensurate with the potential waste determination.

C.7.1.04.02 Analysis of Fermi Blanket SNF

Fourteen (14) stainless steel storage canisters containing 34.2 MTHM of Fermi-1 blanket SNF are stored in the 1st generation storage vaults of CPP-749.

Because of the limited irradiation history of the Fermi-1 blanket SNF, the disposal options differ for Fermi-1 blanket SNF than the pyroprocessing proposed for other sodium-bonded fuels. The *ROD for the Treatment and Management of Sodium-Bonded Spent Nuclear Fuel* directed further studies to be conducted for a means to remove or pacify sodium contained in the Fermi-1 blanket fuel. This was based on the waste acceptance requirement for the Yucca Mountain repository, which precludes acceptance of metallic sodium, a RCRA characteristic hazardous waste designated as reactivity (D003), as defined in 40 CFR Part 261 subpart C.

The Contractor shall evaluate options for the management/disposition of the Fermi-1 blanket material as waste rather than SNF.

C.7.1.04.03 Analysis of Epoxied SNF

The INTEC inventory contains approximately 0.5 MTHM of epoxied SNF.

The Contractor shall evaluate options for the management/treatment of epoxied SNF to permit dispositioning in the repository.

C.7.1.04.04 Analysis of SNF Poison Materials and Techniques

Prior to final packaging for repository disposal, it is likely that a major percentage of the INTEC SNF inventory will require poisoning. No progress has been made on this topic since the National Spent Nuclear Fuel Program (NSNFP) was disbanded.

The Contractor shall evaluate options for the poisoning of SNF to permit dispositioning in the repository. Options shall include neutron absorber additives (pourable and otherwise) and structures (baskets, cans, and, inserts).

C.7.2 Non-Defense EM-Funded SNF Activities

C.7.2.01 Management of NRC-Licensed SNF Storage Facilities

Under non-defense funded activities, EM manages SNF within two SNF facilities. The facilities are known as the NRC Licensed Facilities (NLF) Independent Spent Fuel Storage Installations (ISFSIs). They are:

- The Three Mile Island Unit 2 (TMI-2) ISFSI, CPP-1774, located at INTEC; and
- The FSV ISFSI near Platteville, CO.

The Contractor shall maintain the SNF and its associated records, and operate and maintain the two SNF storage facilities in accordance with the NRC license. This includes S&M adequate to perform all scope described herein.

The Contractor shall operate and maintain the facilities in accordance with Section J, Attachment J-3, *Requirements Sources and Implementing Documents*, and the NRC licensing documents. For both ISFSIs, NRC licensing documents shall apply and have precedence over DOE Orders, Requirements and Guidelines. In areas not addressed by the NRC licensing documents, the DOE Orders, Requirements and Guidelines shall prevail.

The Contractor shall generate, store, and handle classified materials associated with the facilities and shall be responsible for the performance of document classification and declassification, in accordance with NRC Classification Bulletin and NRC license requirements. The Contractor shall notify the DOE facility director and DOE Security Specialist or NRC Licensed Facility (NLF) ODFSA of any security related incidents. The DOE will be responsible for reporting any security incident to the NRC and for performing security investigations, as needed. Only the Facility Director, or Licensee, may make notification to the NRC.

C.7.2.01.01 Fort St. Vrain (FSV) ISFSI

FSV is located on the high plains in Weld County Colorado, 35 miles north of Denver, CO, and 3.5 miles northwest of Platteville, CO. The facility is located between the South Platte River and St. Vrain Creek. The facility has a Modular Vault Dry Store (MVDS) design and stores SNF removed from the collocated High Temperature Gas Cooled Reactor (HTGR) formerly managed by the Public Service Company of Colorado (PSCo). The reactor was permanently shut down in August 1989. The nuclear reactor was replaced by a gas fired power plant and has been sold to Excel Energy who continues to operate the power facility.

In order to complete this shutdown, PSCo applied to the NRC for a separate license to design, build and operate an ISFSI for storage of the subject SNF. PSCo began loading the ISFSI with FSV spent fuel on December 26, 1991. Loading of FSV spent fuel into the ISFSI was completed on June 10, 1992.

In December of 1995, the DOE notified the NRC of its intent to procure the ISFSI from PSCo, to take possession of the fuel stored in it, and to transfer the license to DOE. On February 9, 1996, DOE took possession of the FSV fuel stored in the ISFSI. PSCo managed the spent fuel in accordance with the license SNM-2504 until June 1999 when the license was transferred to DOE. DOE has since renewed the license for 20 years. A renewal to this license will be required prior to November 30, 2029.

The Contractor shall be responsible for all aspects of management of this facility in accordance with the NRC license and applicable DOE Orders. The Contractor shall manage operations, S&M, general infrastructure (including communications and IT infrastructure), and utilities. The Contractor shall provide administrative and engineering support to maintain the safety basis (e.g., the FSAR), security, and operational processes and procedures. The Contractor shall be responsible for the safe conduct of operations at the FSV facilities. The Contractor shall provide deliverables, as defined in the required procedures (see Section J, Attachment J-2, *Contract Deliverables*).

The Contractor shall generate, store, and handle classified materials associated with FSV at the Willow Creek Building in Idaho Falls and at FSV in Colorado, and shall be responsible for the performance of document classification and declassification, in accordance with NRC license requirements. The Contractor shall be responsible for establishing an Incident of Security Concerns (IOSC) program at FSV and performing security inquiries, utilizing DOE Order 470.4 as a guide. The IOSC program procedures will be reviewed by DOE, and DOE comments shall be addressed prior to implementation. The Contractor shall notify and provide final incident reports to the DOE facility director and DOE EM Security Specialist, NLF ODFSA, and security director of any security related incidents. The DOE will be responsible for reporting any security incident to the NRC, for performing security investigations, and for inputting the

security incident information and/or report into Safeguards and Security Information Management System (SSIMS), as needed.

The Contractor shall provide an Authorized Derivative Classifier(s) to perform Derivative Classification of documents.

At the FSV facility specifically, the Contractor, in conjunction with the FSV Physical Security Services contractor, shall provide Safeguard and Security (S&S) services in accordance with the NRC license requirements in Section C.9.2.02.02 *Safeguards and Security at FSV*. Physical security services will be provided by a separate, direct-to-DOE Physical Security Services contractor in accordance with the NRC license requirements.

C.7.2.01.02 TMI-2 ISFSI

TMI-2 is sited in a two-acre dedicated area within the boundaries of the INTEC. INTEC occupies about 275 acres of the south-central portion of the INL Site and is located 42 miles west of Idaho Falls. The INL Site has its own security police force, a fire department, medical staff, emergency response teams, and INTEC shift plant supervision. Thus, the INL Site infrastructure shall serve equivalent functions as independent local agencies (similar to local city or county) do for typical commercial licensed Sites.

The TMI-2 activities and facilities are licensed pursuant to the requirements of 10 CFR Part 72. The licensed activities include storage, surveillance, and maintenance activities within the ISFSI. The licensed facility includes the structures and equipment that comprise the TMI-2 ISFSI.

The TMI-2 ISFSI design is based on the NUHOMS®-24P system. The NUHOMS®-12T system has been adapted for TMI-2 canister use, and the system can accommodate the internal baskets designed specifically to hold TMI-2 canisters. Specifically, the NUHOMS®-12T Dry Shielded Canister (DSC) was modified to include venting of the DSC through High Efficiency Particulate Air (HEPA) grade filters during storage. The vent system allows for release of the hydrogen gas and allows for monitoring and/or purging of the system during operation.

DOE successfully renewed the license for 20 years with an expiration date of March 31, 2039. A renewal to this license will be required prior to this date.

The Contractor shall be responsible for all aspects of management of this on Site facility in accordance with the NRC license and applicable DOE Orders. This includes providing the personnel necessary for implementing and executing this subject scope.

The Contractor shall manage operations, S&M and all aspects of infrastructure. However, physical security, general infrastructure, and utilities will be provided by the INL contractor.

The Contractor shall provide administrative and engineering support to maintain the safety basis (e.g., the FSAR), security and operational processes and procedures. The Contractor shall be responsible for the safe conduct of operations at the ISFSI. The Contractor shall provide deliverables, as defined in the required procedures (see Section J, Attachment J-2, *Contract Deliverables*).

The Contractor shall include in the Interface Agreement with the INL contractor all physical security, facility access, and maintenance and operations for security systems associated with TMI-2 (including but not limited to PIDAS and external lights and security cameras). The Contractor shall be responsible for the oversight of the services provided, to ensure work performance and documentation by the INL contractor under the Interface Agreement is in compliance with the TMI-2 license.

C.7.2.02 Management of the ISFF License

The Contractor shall maintain the ISFF ISFSI license SNM-2512 in accordance with NRC regulations. The Contractor shall provide support including, but not limited to, maintenance of license basis documents in accordance with STI-NLF-PM-029, Licensing Document Change Request and implementation of revisions, if required.

C.7.3 Other DOE Organization-Funded SNF Activity

The scope contained within this section has been developed to meet the needs of other DOE organizations, including but not limited to: Office of Nuclear Energy (NE), the Idaho Branch Office (IBO) of the Naval Nuclear Propulsion Program (NNPP), and the National Nuclear Security Administration (NNSA).

C.7.3.01 Advanced Test Reactor (ATR) SNF receipts

NE generates ATR SNF at the rate of 70-100 elements per year. ATR is an aluminum-clad spent fuel. In addition to its waste management and Site cleanup mission, EM is the manager of legacy SNF as defined under the terms of the 1995 Idaho Settlement Agreement (ISA). Legacy SNF is that fuel in inventory at the INL at the time of the 1995 ISA.

The Contractor shall receive annual shipments of ATR SNF for storage in CPP-603 until facility capacity is achieved.

C.7.3.02 Training, Research, Isotopes, General Atomics (TRIGA) Fuel Mining

Due to the unavailability of fresh TRIGA fuel from the licensed European vendor,³ NE has entered into an agreement with EM to retrieve good quality, low burnup SNF from its inventory in CPP-603 and supply it to selected clientele of NE. The Contractor, within a schedule to be negotiated with the INL contractor, shall make shipments on annual basis to an NE client utilizing the appropriate cask provided by NE.

C.7.3.03 Navy Nuclear Propulsion Program (NNPP) SNF

This scope will be negotiated with the Nuclear Navy Propulsion Program (NNPP) located at the Pittsburgh Naval Reactors Idaho Branch Office as defined in the *Memorandum of Agreement for Naval Spent Fuel Transfer and Disposition*. This agreement defines the subject scope, cost and schedule.

The Contractor shall receive, unload and process NNPP SNF. After the SNF has been suitably prepared/sized, it shall be repackaged, loaded into a Large Cell Cask (LCC), and the LCC shall be placed on a trailer for return to NRF.

C.8.0 FACILITY DEMOLITION AND DISMANTLEMENT (D&D)

Facility D&D scope includes the decontamination, decommissioning, and demolition of nuclear, radiological, and industrial buildings and structures located on the INL Site. Work may include the D&D of defueled nuclear reactor vessels, nuclear reactor containment buildings, support structures, and ancillary equipment; radioactive and hazardous waste storage, retrieval, exhumation, and processing facilities; chemical and radiochemical laboratories; and uncontaminated industrial and administrative facilities. D&D of contaminated facilities shall be completed as a CERCLA Non Time Critical Removal Action.

C.9.0 PROGRAM MANAGEMENT AND SUPPORT FUNCTIONS

The Contractor shall establish program management, support and general infrastructure activities necessary to safely execute the PWS requirements. 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. If a reportable incident related to another DOE prime contract (e.g. personnel injury, notice of violation, safety, security, quality, radiological) occurs while doing work at the INL Site or FSV, any such incidents will be reported in their respective statistics and will not contribute toward the Contractor statistics nor reflected in the CPARs system or Contractor performance as incentivized in Section B, *Performance Management Incentive*.

³ The vendor is TRIGA International, a joint venture between General Atomics and CERCA, a subsidiary of AREVA of France.

C.9.1 Information Management and Technology

C.9.1.01 Information Technology and Cyber Security

The primary goal of this scope of work is to enable the successful execution of the Idaho Cleanup Project (ICP) mission and associated activities by providing effective, efficient, and innovative information management (IM) and information technology (IT) solutions, maintenance of ICP technical data in support of regulatory decision-making, and long-term stewardship. The Contractor shall manage and maintain secure automated information systems, network and server operations, desktop services, software application development and maintenance and other information technology (IT) support and infrastructure necessary for the ICP mission in accordance with National, Federal, Departmental, and program policies. This includes execution of a hardware and software lifecycle replacement/upgrade plan that ensures IT resources do not become outdated or unsupported across the ICP mission organizations throughout the contract period. The Contractor shall submit a property management system plan under I.180 Government Property.

The Contractor shall implement a Cyber Security Program that ensures adequate protection of DOE's ICP system operations, identifies threats and vulnerabilities, assesses overall risk to systems, provides incident response and system logging and mitigates those risks based on sound cyber security practices and the Risk Management Framework. The Cyber Security Program shall be developed in accordance with current applicable DOE Orders and guidance, National Institute of Standards and Technology (NIST) guidance, and other government regulations. The desired outcome is a program that assures no degradations of performance, disruptions or compromises, including impacts to end users across the INL Site by ensuring the confidentiality, integrity and availability of information system components and information based on current related federal laws, requirements, and agency policies. The Contractor shall ensure necessary Federal Information System Management Act (FISMA) systems achieve and maintain a full active Certification and Accreditation (C&A) to support an ongoing Authorization to Operate (ATO) for the life of the systems from the INL Site Authorizing Official (AO) pursuant to related regulations. Related program elements shall be implemented and approved via active coordination with the Authorizing Official Designated Representative (AODR). The contractor shall rely on related Federal Information Processing Standards (FIPS) and the appropriate National Institute of Standards and Technology (NIST) special publications and ensure they are adhered to as the leading technical requirements. This includes DOE related directives, regulations, policies, and standards found in Section J, Attachment J-3, *Requirements Sources and Implementing Documents*.

The contractor shall also support and implement applicable current initiatives by the Office of Management and Budget, the Cyber Security and Infrastructure Security Agency (CISA), and applicable Department of Homeland Security (DHS) directives. The Contractor shall implement applicable "binding operational directives" and "emergency directives," which require action on

the part of Federal agencies and their contractors to adhere to the Binding Operational Directives (BOD).

The Contractor shall execute this Contract in accordance with OMB Circulars A-11 & A-130, including associated memoranda. The Contractor shall also manage information management and cyber security in accordance with related laws, regulations, requirements, and standards (e.g., 10 Code of Federal Regulations (CFR) 1004 *et seq.*; 36 CFR Chap. XII Subchapter B *et seq.*; 41 CFR 102 *et seq.*; 6 United States Code (USC) 6 *et seq.*; 29 USC 16, Subchapter V, 794 (d) *et seq.*; 40 USC Subtitle III *et seq.*, related Executive Orders, OMB Circulars and Memorandums). The Contractor shall execute a Cyber Security Program that ensures no degradations of performance and no disruptions or compromises, including impacts to users, by ensuring the confidentiality, integrity, and availability of cyber security components and information. The Cyber Security Program scope includes protection for any and all Classified Cyber Security program systems and Unclassified Cyber Security environments founded on clear sound technical practices such as the NIST Special Publications. Further the Contractor shall:

- Provide a centralized Cyber Security Program, integrated with other INL Site capabilities in support of the ICP missions to include a contractor assurance system, which reports related critical metrics to DOE.
- Collaborate with DOE-HQ, EM Program Office, and the INL contractor to ensure compliance with DOE requirements is maintained and that DOE requirements are implemented consistent with the overall Cyber Security Program supporting the INL Site.
- Notify DOE Cyber Security Officials within 30 minutes of discovery of violations of the acceptable use policy on Government-owned systems. This includes providing a detailed, unredacted, and current accounting of the incident(s) or violation(s) to DOE Cyber Security Officials, including the AODR upon request.
- Collaborate and exchange information with the counterintelligence office as well as the integrated Joint Cybersecurity Coordination Center (iJC3) to facilitate a cooperative risk picture, including but not limited to cyber events, supply chain threats and incident reporting through resolution.
- Appoint an Information Systems Security Manager (ISSM) and subordinate Information Systems Security Officer (ISSO) to conduct the cyber security program.
- Coordinate cyber security matters with the DOE AODR as required and to facilitate resolution of security issues and incident reporting.
- Implement a robust Operational Technology (OT)/Industrial Control Systems (ICS) environment in accordance with NIST 800-82 Rev. 2 that will feed information into the Business Impact Analysis (BIA) process. The contractor shall extend and integrate IT practices, programs, procedures, and requirements (engineering, configuration management, governance, architecture, and cybersecurity) into its OT/ICS. Implement a sound Supply Chain risk management program for information systems based on NIST 800-161.

- Maintain a cyber security program continuous monitoring program to ensure the approved cyber security posture is maintained based on NIST 800-137 and 800-53.
- Maintain current security system plans and risk assessment documentation and provide DOE required system assessments based on NIST 800-53, 800-37 Rev. 2, and 800-30 Rev. 1.

The Contractor shall provide support for DOE IT Strategic Planning, Capital Planning & Investment Control, Enterprise Architecture, and other IT activities required for the Contractor's operation. This includes the Contractor performing and documenting its IT strategic and enterprise architecture plans, portfolio planning and investment control, and management and tracking of IT/Cyber budgets. Capital Planning support personnel shall have a good working knowledge of Office of Management and Budget (OMB) requirements and best practices for IT Investment Reporting, Application Portfolio Management, Governance (specifying the decision rights and accountability framework to encourage desirable behavior in the use of IT), and Project Management. The Contractor shall perform, at a minimum, the following tasks associated with IT Capital Planning:

- Support the management of information, IT assets and IT investments, including OMB Capital Planning and Investment Control Exhibit investments and reports. These reports are generated monthly, annually, and/or during the OMB Passback, and involves analyzing, collating, and reporting detailed information on the utilization of IT resources (e.g., applications, hardware, software, and labor).
- Coordinate with DOE to facilitate the timely and accurate submission of applicable Capital Planning and Investment Control Exhibits for IT investments in OMB A-11 for monthly and annual reports and data calls.
- Provide analysis and reporting of cost and risk reduction activities (including creating and maintaining guidance) to improve investment performance.
- Provide IT portfolio management support by evaluating and monitoring the portfolio on a continuous basis.
- Support ad hoc portfolio requests in the electronic (FOLIO) system for portfolio analysis and other ad hoc reporting requests.
- Support the information gathering and reporting for data calls in a timely and accurate manner and within the due date specified by the requesting organization.
- Support the Application Portfolio Management process by evaluating the portfolio to increase its efficiency and effectiveness to support stakeholder needs.

- Support the information gathering and reporting for Enterprise Architecture/Strategic Planning data calls from OMB, EM, or Office of the Chief Information Officer (OCIO) in a timely and accurate manner, within the due date specified by the requesting organization and through the local federal DOE-ID.
- Provide a report of accomplishments, activities, issues, and recommendations monthly, or as requested by DOE.

The Contractor shall ensure IT capabilities specifically for desktop services, server operations, network backbone, security appliances and related tools, remote connectivity, and wireless communications (cell, radio, etc.) are available to support the contract missions based on current best business practices to ensure appropriate capabilities are maintained and secured. This also includes necessary telecommunications management, security, planning and control in support of ICP missions.

The contractor shall conduct a robust BIA in order to assess and prioritize business applications and processes supporting information management; identify potential disruptions, legal and regulatory requirements; estimate maximum allowable downtime and acceptable losses; and estimate recovery time objectives to give managers strategic business insight to support decisions about each major program assessed through the BIA. This includes the following:

- Develop, review, and test (annually), a COOP and/or Disaster Recovery Plan based on the BIA. A report of the annual test of the COOP shall be submitted to DOE as requested.
- Develop and electronically publish publicly consumable IT program performance metrics comparable to the externally accessible performance metrics for review and concurrence by DOE for the purposes of transparency.

The Contractor shall establish necessary Memorandums of Understanding (MOUs) and Interconnection Security Agreements between the INL contractor, DOE-ID and DOE HQ for any necessary computing services. Parties will accept the responsibility for adhering to DOE Directives, National Policy and OMB guidance.

The Contractor shall provide DOE access to the Contractor's local systems, applications, and databases as necessary to support DOE's contractor oversight efforts.

C.9.1.01.01 Additional Network Access Guidelines

The Contractor shall provide network capability and may negotiate Network Access with the INL contractor for IT services if located within INL facilities or off-Site. If Contractor is located off-Site from the INL, the Contractor will incur installation and all related connectivity costs. If Contractor is on-Site, the INL contractor provides and maintains basic data service to the existing data jacks within the protected network based on the number and location of connections in service at the time of turnover in

accordance with negotiated or established rates. Costs associated with minor moves and relocations within existing ICP facilities may be provided by the INL contractor at established rates.

If the Contractor utilizes the INL Network, the Contractor shall comply with the INL cyber security requirements and processes. The INL contractor may provide some IT-related technical services and associated engineering with any potential negotiated costs to the Contractor. The Contractor shall reimburse the INL contractor for licensing and support costs as applicable via the necessary Interface Agreement. All Contractor equipment connected to the protected INL Intranet shall meet INL computer architecture requirements to ensure continued network integrity.

Services provided by DOE-HQ IT services, such as connectivity to DOENet supporting Entrust will be provided by the INL contractor. The Contractor shall reimburse the INL contractor via the necessary Interface Agreement.

C.9.1.01.02 DMZ Computer Operations

The INL contractor may provide logical “de-militarized zone” (DMZ) space. The Contractor shall follow cyber security rules and change control processes for systems residing in the DMZ as per the referenced requirements. The Contractor shall self-supply network servers or negotiate for services from the INL contractor. The Contractor shall self-supply business management, e-mail, and work control systems, as desired. The Contractor shall provide remote access to allow the Department of Energy access to information, within the scope of this contract, within the Contractor’s firewall.

C.9.1.02 Records Management and Document Control

The Contractor shall manage and serve as the Record Custodian for all records (regardless of media) generated/received in the performance of the Contract and those from the NRC License Contractor in accordance with 44 U.S.C. 21; 44 U.S.C. 29; 44 U.S.C. 31; 44 U.S.C. 33; 44 U.S.C. 36; 36 CFR Chapter XII, Subchapter B, *Records Management*; DOE Order 243.1, Records Management Program, applicable NRC requirements (NRC License Contractor records), any other DOE requirements as directed by the CO and an approved Records Management Plan or documented process (see Section J, Attachment J-2, *Contract Deliverables*). This scope also includes maintaining Vendor Data, Correspondence control, Scientific and Technical Information (STI), and Technical Library Subscriptions.

C.9.1.02.01 Electronic Records (including emails)

The Contractor shall develop and implement records management controls to ensure that the identification, maintenance and disposition of all records (regardless of media), including electronic email and records turned over by the NRC License contractor, are managed utilizing an Electronic Records Management System (ERMS) in accordance

with Federal and DOE requirements and guidelines for all records, including historical and subcontractor records.

The Contractor shall develop and implement a process to ensure electronic records submitted to Records Management have been scanned to meet National Archives and Records Administration (NARA) requirements. All records (regardless of media) must be scheduled, arranged, and cutoff by collections (e.g., case file, project, chronologically, numerically, alphabetically, etc.) for proper disposition in accordance with the NARA-approved DOE Records Control Schedules.

C.9.1.02.02 Audiovisual Records

The Contractor shall ensure the creation, maintenance, and storage of audiovisual records are in accordance with 36 CFR 1235.42, 36 CFR 1237, and up-to-date NARA requirements/guidance.

C.9.1.02.03 Essential (formerly Vital Records Program) Records Program

The Contractor shall develop and implement an essential records program and maintain an up-to-date essential records inventory in accordance with 36 CFR § 1223, Managing Vital Records, and DOE Order 243.1, Records Management Program.

C.9.1.02.04 Records Ownership

Except for those defined as Contractor-owned (in accordance with DEAR 970.5204-3, "Access to and Ownership of Records," see Section I), all records (see 44 U.S.C. 3301, Definition of Records, for the statutory definition of a record) acquired or generated by the Contractor (and subcontractors) in the performance of this Contract including, but not limited to, records from a predecessor contractor (if applicable) and records described by the Contract as being maintained in Section H.24 *Privacy Act Systems of Records*, shall be the property of the Government.

C.9.1.02.05 Creation/Receipt

The Contractor shall develop and implement recordkeeping requirements that reflect adequate and proper documentation of all Contractor (and subcontractor) records generated/received (regardless of media) in the performance of the contract, as well as those created/received by the NRC License Contractor as required by Federal regulations found in 36 CFR, Chapter XII, Subchapter B, *Records Management*.

C.9.1.02.06 Electronic Information Systems

The Contractor shall manage records contained in electronic information systems by incorporating recordkeeping controls into the system or export the records into the ERMS in accordance with 36 CFR Part 1236, Electronic Records Management. The Contractor

must design and implement migration strategies to counteract hardware and software dependencies of electronic records whenever the records must be maintained and used beyond the life of the information system in which the records are originally created and captured. The Contractor shall provide a list of all Electronic Information Systems to DOE annually utilizing the format provided by DOE (see Section J, Attachment J-2, *Contract Deliverables*).

C.9.1.02.07 Inventory and File Plan

The Contractor shall develop and maintain up-to-date records inventories, file plans and systems that provide for the identification, location, arrangement, assignment of disposition authority and retrieval of all categories (record series) of records created and received in performance of this contract and those by the Contractor (see Section J, Attachment J-2, *Contract Deliverables*).

C.9.1.02.08 Maintenance

The Contractor shall ensure the proper arrangement, disposition authority assignment and maintenance/preservation of all records created and received in performance of this contract.

C.9.1.02.09 Quality Assurance Records

The Contractor shall ensure records identified as Quality Assurance records under American National Standards Institute (ANSI)/American Society of Mechanical Engineers (ASME) National Quality assurance (NQA)-1 are categorized (lifetime/non-permanent); managed in accordance with NQA-1 and 36 CFR Chapter XII, Subchapter B; and maintained for traceability to the applicable item, activity or facility.

C.9.1.02.10 Privacy Act Records

The Contractor shall ensure records that contain personal information retrieved by name, or another personal identifier, are maintained in Privacy Act Systems of Records, in accordance with FAR 52.224-2, Privacy Act, and DOE Order 206.1, *DOE Privacy Program*.

C.9.1.02.11 Classified Records

The Contractor shall protect and handle classified information and critical information in accordance with applicable laws, regulations, policies, and directives. Classified documents may be processed electronically so long as the computer systems meet all classified security requirements. Until the required computer systems are available to copy, log, process, transmit, and/or store classified documents, they shall be processed as hard copy. See Section C.9.2.02, *Safeguards and Security*.

C.9.1.02.12 Records Requests

The Contractor shall respond to National Archives and Records Administration (NARA) data calls and DOE requested information for the Freedom of Information Act (FOIA), the Privacy Act, the former worker medical screening program, the Chronic Beryllium Disease Prevention Program, congressional inquiries, legal discoveries and other record requests by completing the proper searches and providing responsive documents.

The Contractor shall respond to Energy Employee Occupational Compensation Act (EEOICPA) requests by performing the proper searches and providing responsive documents to the INL contractor within the required response times. The Contractor shall track the activities under EEOICPA and submit monthly financial reports to the INL contractor. The Contractor shall respond to any other inquiries and perform special projects as required by EEOICPA.

C.9.1.02.13 Records Disposition

The Contractor shall document its disposition process, which shall include processing of all the transfer of records to storage (e.g., on-Site, FRC, NARA) and the retention and destruction process for records and record information content. The Contractor shall disposition all records, including historical and those transferred from the NRC License Contractor, in accordance with NARA-approved DOE Records Disposition Control Schedules and applicable federal laws and regulations. Disposition activities include digitizing, maintenance, approval and disposal of temporary and permanent records into ERMS and transferring records to a Federal Records Center (FRC) or NARA. Disposition activities include scanning to electronic media (permanent records), transferring of paper records to a Federal Records Center (FRC), maintaining electronically in an ERMS and/or destroying once retention has been met and proper approvals obtained.

C.9.1.02.14 Document Control

The Contractor shall develop, implement and maintain sound document control systems and processes to ensure efficient tracking, retrieval, revision control and distribution of documents, including drawings.

C.9.1.02.15 Records Storage Program

The Contractor shall provide Physical Records Management at the INL Site Record Center (IF-663) for DOE-ID and DOE-ID contractors, which includes maintaining a compliant program and facility that meets applicable federal laws and regulations ensuring applicable storage, receipt, retrieval, dispositioning (including holds and destruction), reporting, transferring, and migration (for applicable media) of the federal records within the facility. This includes timely and compliant reviews of boxes

transferred into the facility; retrieval of records stored in the facility; reports of records which have met retention for destruction or transfer to a Federal Records Center or the National Archives and Records Administration.

NOTE: The upcoming changes from the NARA memo M-19-21 may affect the storage and management of the physical records. <https://www.whitehouse.gov/wp-content/uploads/2019/06/M-19-21.pdf>The Contractor shall operate and maintain electronic records storage.

C.9.2 General Management and Administration Services

C.9.2.01 Project Management/Support/Administration

The Contractor shall perform Project Management support and administration in accordance with Section H.17 clause *Earned Value Management System*.

This scope shall also include the following internal Contractor activities as necessary to successfully execute the contract: Idaho Falls Office Space, Employee Concerns, Internal Audit, Communications, General Counsel/Legal, Project Planning and Integration, Project Controls, Project Management, Finance and Accounting, Payroll and Benefits, Human Resources, Procurement, Labor Relations, Subcontracting, Materials Receiving and Distribution, Liability Insurance Programs, insurance premiums, etc.

The following items C.9.1.2.01.01 through C.9.8 are necessary within the Project Management element of the Master IDIQ PWS.

C.9.2.01.01 Project Support Performance Requirements

The following sections define the programs that must exist to safely and effectively perform the cleanup mission at the ICP and related facilities. The requirements and associated implementing instructions established under these programs shall be applied to all work within the PWS.

Project Management

Successful execution of the project management work scope will ensure cost and schedule efficiency while minimizing programmatic risks. The Contractor shall ensure that project management practices are used in the performance of work, including the development of project management plans, baselines, disciplined change control processes and service level agreements.

The Contractor shall prepare and submit for DOE approval a Project Management Plan (PMP) consistent with the requirements in DOE Order 413.3, *Program and Project*

Management for the Acquisition of Capital Assets. The capital asset projects do not need to be standalone project management plans and instead may be an appendix to the PMP.

The Contractor shall provide all management and technical information to:

- (1) Meet the requirements of DOE Order 413.3, when applicable.
- (2) Support the budget formulation activities including, but not limited to, emerging work items list; budget formulation input (including Integrated Priority List); the fall limited budget update submission; budget scenario development; and budget presentations (such as public and regulatory briefings, etc.).
- (3) Meet the data requirements of the DOE Integrated Planning, Accountability, and Budgeting System (IPABS) and the Project Assessment and Reporting System (PARS II). Data for all scope authorized by Task Orders, including operations activities and capital projects less than \$50M or prior to CD-2, shall be uploaded into PARS II in accordance with the "Contractor Project Performance Upload Requirements" document maintained by the DOE Office of Project Management.
- (4) Ensure transparency in project performance and efficiency in project execution.
- (5) Support audits, evaluations, and external technical reviews.
- (6) Support other DOE project performance assessments and information needs.

All project management information developed under this Contract shall be accessible electronically by DOE. The desired outcome is a predictable and consistent Contractor performance aligned to customer needs conducted within annual and multi-year baselines.

Project Integration and Control and Earned Value Management

The Contractor shall provide an Earned Value Management System Description (EVMSD) that complies with the requirements of Section H.17 clause *Earned Value Management System*, the Electronic Industries Alliance EIA-748 Earned Value Management System Acceptance Guide and EIA-748 Earned Value Management Intent Guide, and DOE Order 413.3.

The EVMSD shall describe the management processes and controls that shall be used to implement a compliant Earned Value Management System (EVMS), manage and control work, and complete Contract requirements.

The EVMSD shall include:

- (1) The baseline development process and the hierarchy of documents that shall be used to describe and maintain the Performance Measurement Baseline (PMB);

- (2) Identification of the systems, tools and software and integration of these systems with the Work Breakdown Structure (WBS) and accounting systems and data;
- (3) The process the Contractor intends to use for earned value management, configuration control, interface control, and document control;
- (4) The Contractor's Project Baseline Change Control Process;
- (5) The Contractor's process for handling changes that are only impacts to costs and not identified as a schedule impact;
- (6) The Organizational Breakdown Structure, including roles and responsibilities of each major organization and identification of key management personnel; and
- (7) A list of project software the Contractor proposes to use for project control.

The Contractor shall comply with the requirements of the Section H.17 Clause, DOE-H-2024, *Earned Value Management System*, and, if required, have the EVMS evaluated against the EIA-748 standard by a qualified, independent, third party selected by the DOE Office of Project Management (DOE-PM). Upon completion of the evaluation and closure of all corrective actions, DOE-PM will certify the Contractor's EVMS as compliant with the EIA-748 standard. Subsequent to the initial evaluation and certification, DOE-PM may at any time require the Contractor to repeat the evaluation and certification process. The Contractor shall provide all necessary support to conduct the initial and any subsequent evaluations and closure of all corrective actions.

The Contractor shall also flow down EVMS requirements in accordance with the Section H.17, DOE-H-2024, *Earned Value Management System*.

Performance Measurement Baseline

The PMB shall be an integrated and traceable technical scope, schedule, and cost execution baseline that encompasses all activities to execute the requirements of this Contract; informs and is integrated with other Site contractors' life-cycle scope, schedule and cost baseline, as applicable, and enables safe, effective and efficient advancement and completion of the Site mission.

The PMB shall include the following:

- (1) Technical Scope. The following baseline documents shall be viewed collectively as the technical scope for the cost/schedule control system:
 - a) Contract PWS and other sections that define work scope and requirements;
 - b) Waste Site and facility lists;
 - c) Approved interface agreements; and

- d) WBS Dictionary Sheets (the WBS submittal shall include a data column which cross references the WBS elements at the lowest level to the appropriate Contract Line Item Number [CLIN]).

The PMB shall comply with the following requirements:

- (1) The WBS shall encompass all activities required in this Contract and provide the basis for all project control system components, including:
 - a) Estimating;
 - b) Scheduling;
 - c) Budgeting; and
 - d) Project performance reporting (as required under this contract).
- (2) Control accounts within the WBS shall be identified; and
- (3) The baseline and management thereof shall comply with EIA-748 Earned Value Management Systems and DOE Order 413.3.

The schedule shall:

- (1) Include all significant external interfaces, regulatory and Defense Nuclear Facilities Safety Board commitments, and Government-Furnished Services and Information (GFS/I) dependencies.
- (2) Be an activity-based, resource-loaded, logical network-based and integrated plan that correlates to the WBS and is vertically traceable to the EVMS control accounts and aligns with the Contractor's field schedules.
- (3) Include an earned value method at the activity level and be capable of summarizing from control accounts to higher WBS levels.
- (4) Include any additional working level schedules deemed necessary by the Contractor, integrated with the PMB, and be able to provide earned value reporting in compliance with EIA-748.
- (5) Include the PMB cost estimate with the project resource plans, detailed resource estimates, basis of estimates, budgetary requirements, and identification of direct costs, indirect costs, management reserve, and fee.
- (6) Include the method used to determine earned value for each control account.
- (7) Include an update to the Enterprise Project Structure Node of the DOE Primavera P6 (P6) Schedule Database with the Primavera XER files for the baseline and current performance schedules.

The PMB shall be accessible to DOE at any time through access to electronic software and native data files through the incumbent's Project Performance Analytics, Reports & Applications (PPARA) and be logically tied, driven and integrated with:

- (1) Financial system(s) for consistency and accurate reporting of information with traceability to budget and reporting requirements.
- (2) DOE, congressional, regulatory, and external commitments.
- (3) Performance milestones, including contract performance incentives and other performance measures established by DOE.

Performance Measurement Baseline Submittals

The Contractor shall develop and submit an initial PMB that is representative of the initial Task Order scopes of work. Subsequent updates to the PMB will occur as each Task Order is negotiated and awarded and implemented into the PMB. These proposed PMB updates, for additional Task Order work only, will be submitted as part of the Task Ordering Process to the CO, for DOE and Contractor negotiation, and DOE approval as part of the Contractor's Task Order Proposals. The Contractor shall comply with the requirements of Section H.51, *Task Ordering Procedure*. The Contractor shall also follow its EVMSD requirements for baseline change control processes.

The Contractor shall provide the WBS, WBS dictionary data, and basis of estimate data in either Microsoft Word® or Microsoft Access® format. Cost data shall be provided in Microsoft Access® or Excel® format and the schedule shall be provided utilizing the current version of Primavera Systems, Inc., Enterprise for Construction® software unless agreed to otherwise by DOE.

The Contractor shall provide additional data that may be required by the DOE for development of the Site-wide life-cycle baseline and DOE Integrated Master Plan (IMP).

The Contractor shall support DOE External Independent Review and Energy Systems Acquisition Advisory Board (ESAAB) review of the initial submittal of the PMB and follow-on reviews of annual updates.

The Contractor shall prepare Fiscal Year Work Plans (FYWP) that include narrative descriptions of the upcoming fiscal year, monthly spend plans and monthly metrics expected to be achieved. These FYWPs shall be provided for DOE review for the upcoming fiscal year by September 30.

C.9.2.01.02 Project Performance Reporting

The Contractor shall provide DOE with the necessary project performance information to support budget planning and execution; project planning and execution; project performance reporting, audit and evaluation; and other DOE performance assessment and

information needs. Performance reporting should be made available through the incumbent's PPARA system.

Monthly Performance Report

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

The Monthly Performance Report shall include a summary of overall contract performance and a separate report for each of the major work scopes and projects at the PBS level.

The summary of overall contract performance shall include:

- (1) Key accomplishments
 - a) Major issues including actions required by the Contractor and DOE;
 - b) Analysis of funds expenditure, with projections for the Project by Fiscal Year and life of the Contract;
 - c) Technical scope, schedule, and cost variance analysis; including implications to near term and long-term milestones and deliverables at risk of being missed;
 - d) Discussion of corrective actions currently in place to address performance issues including initiation date of corrective actions; and
 - e) Information on any safety or quality matters that emerged or persisted during the reporting month.

Each of the major project reports shall include:

- (1) Project manager's narrative assessment including:
 - a) Significant accomplishments and progress towards completion of project goals and objectives
 - (A) Key risks and challenges; and
 - (B) Evaluation of safety performance (including Integrated Safety Management Systems [ISMS] metrics and all recordable injuries, lost-time injuries, and near misses).
- (2) Business structure information to demonstrate ongoing compliance with the requirements of the Section H.52 clause entitled, *Subcontracted Work*;

- (3) Project Baseline Performance including:
 - a) EVMS information using the following Office of Management and Budget (OMB) Contract Performance Report formats (DID-MGMT-81466);
 - b) Format 1, DD Form 2734/1, Mar 05, Work Breakdown Structure;
 - c) Format 2, DD Form 2734/2, Mar 05, Organizational Categories;
 - d) Format 3, DD Form 2734/3, Mar 05, Baseline;
 - e) Format 4, DD Form 2734/4, Mar 05, Staffing; and
 - f) Format 5, DD Form 2734/5, Mar 05, Explanations and Problem Analysis.
- (4) The Monthly Contract Performance Reports shall be provided in the format forms referenced in Integrated Program Management Report (IPMR) Data Item Description (DID) DI-MGMT-81861 unless the Contract specifies otherwise;
- (5) Contract Funds Status Report (CFSR) shall be provided in accordance with Data Item Description, DI-MGMT-81468, CFSR, or equivalent;
- (6) Baseline schedule status, which reflects progress against the baseline and includes critical path analysis, performance trends, variance discussion(s), and potential issues related to milestones;
- (7) Contract ETCs and EACs,
- (8) A change control section that summarizes the scope, technical, cost, and/or schedule impacts resulting from any implemented actions; and that discusses any known or pending baseline changes and utilization of management reserve;
- (9) Project risk assessment, including identification of critical risks, actions planned, and actions taken to address those risks, potential problems, impacts, and alternative courses of action, including quality issues, staffing issues, assessment of the effectiveness of actions taken previously for significant issues, or the monitoring results of recovery plan implementation;
- (10) The project risk assessment shall also identify the engineering and technology to reduce the risk and uncertainty with the project; and
- (11) Actions required by DOE, including GFS/I and DOE decisions.

Project Review Meetings

The Contractor shall participate in a quarterly contract/project review and be prepared to address any of the information in the monthly report and other information as requested by DOE. A weekly contract or project status meeting shall be conducted at DOE's request to provide interim updates and address issues.

C.9.2.01.03 Cost Estimating

Cost estimates shall be credible, well documented, accurate, and comprehensive.

Contractor developed cost estimates form the basis of the cost baseline of the PMB and are important when evaluating proposed Contract changes. DOE uses these cost estimates for budget formulation, Contract change management, cleanup program planning, establishing a database of estimated and actual costs, and performance measurement. The Contractor shall prepare cost estimates in accordance with the requirements in Section H.16, *Cost Estimating* and Section H.51, *Task Ordering Procedure* of this Contract and using *The Twelve Steps of High-Quality Cost Estimating Process* identified by the Government Accountability Office (GAO) in GAO-09-3SP, *GAO Cost Estimating and Assessment Guide*, for all priced Contract actions exceeding the simplified acquisition threshold.

C.9.2.01.04 Scheduling

The Contractor shall support DOE in the development and maintenance of a DOE Integrated Master Plan (IMP) upon DOE HQ development of a standardized coding structure. The Contractors PMB and Integrated Master Schedule (IMS) shall utilize any DOE provided coding structure to integrate the Contractor's activities and capital asset projects into the DOE Program Integrated Master Plan (IMP). The IMS integrates the operations activities, capital asset projects, and other activities managed by the Contractor into one schedule. DOE will use the individual Contractor IMS from the Contractor and other Site contractors to construct the IMP.

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

C.9.2.01.05 Risk Management

Successful execution of the Site cleanup mission requires an integrated risk management program where crosscutting risks and mitigation actions are identified, communicated, and coordinated with DOE and other Site contractors. The conduct of risk management shall result in risk informed prioritization of program, project and infrastructure investments that facilitate successful project execution and program management.

The Contractor shall implement a risk management program in compliance with DOE Order 413.3 and DOE policy *Requirements for Management of the Office of Environmental Management's Cleanup Program*. The Contractor shall also incorporate the principles of DOE Guide 413.3-7, *Risk Management Guide*, and GAO-09-3SP in its risk management process.

The Contractor shall submit a Risk Management Plan (RMP) to DOE for approval. The capital asset projects do not need to have standalone risk management plans and instead, may be as an appendix to the RMP. The plan shall identify the processes and procedures that will be implemented to address risk identification, qualitative risk assessment, quantitative risk analysis, risk handling, schedule risk analysis, risk monitoring and reporting and calculating the recommended management reserve and schedule reserve required for adequate management of Contractor-controlled risk.

The Contractor shall communicate its risk analysis pertaining to crosscutting decisions to DOE and other Site contractors, including agreement as to who shall be the lead for managing each risk. These crosscutting impacts shall be quantified in terms of probability, cost, and schedule impact to the overall Site cleanup mission where possible.

C.9.2.02 Safeguards and Security

C.9.2.02.01 Safeguards and Security at the INL Site

Safeguard and Security (S&S) Site services will be provided as a mandatory service by the INL contractor in accordance with Section J, Attachment J-4, *List of INL Mandatory and Optional Site Services* throughout the contract period of performance. The level of S&S services provided by the INL contractor at the INL Site will be consistent with the requirements approved by the Officially Designated Federal Security Authority (ODFSA) and in accordance with the INL Site Security Plan. The Contractor shall coordinate with the INL contractor to adopt and be in compliance with the INL Site Security Plan by the end of contract transition.

In conjunction with the S&S provided by the INL contractor, the Contractor shall establish a process to verify the resources, materials, and programs are provided at the appropriate levels of protection against unauthorized access, theft, diversion, loss of custody of accountable nuclear material, espionage, loss or theft of classified matter, loss or theft of Government property, and other hostile acts that may cause unacceptable adverse impacts on national security or the health and safety of DOE and Contractor employees, the public, or the environment. This applies to buildings and areas for which the Contractor is responsible.

The Contractor shall implement additional Safeguard and Security activities at the INL Site, which includes but is not limited to the following:

- (a) Program Management: The Contractor maintains personnel and resources for safeguards and security. The Contractor shall ensure its security assets and activities comply with the INL Site Security Plan.
- (b) Foreign National Visits/Assignments (through INL contractor system): Foreign National Visits/Assignments are initiated by the Contractor through the Foreign

Access Central Tracking System (IFACTS) database. The INL contractor provides foreign national visit and assignment security support to the Contractor.

- (c) Information Security Oversight: The Contractor shall ensure all documents are reviewed and approved for public release. The Contractor is responsible to ensure all internal documents are reviewed for classification as necessary. The INL contractor provides classification services to the Contractor.
- (d) Classified Matter Protection and Control (CMPC):
 - (1) The INL contractor provides CMPC training to the Contractor as required.
 - (2) The Contractor shall ensure that all personnel handling classified matter receive required training.
 - (3) The Contractor shall develop and implement appropriate systems for protection of classified matter.
- (e) Security Incidents/Inquiries: The Contractor shall conduct initial assessments of security incidents and make final determinations regarding security infractions to Contractor personnel. The INL contractor conducts all formal security incident inquiries and develops reports for submittal to DOE.
- (f) Physical Security: The Contractor shall ensure services provided by the INL contractor at the INL Site meet applicable DOE and NRC license requirements and inform both the INL contractor and the CO of changes in needed services and issues with the services provided.
- (g) Security Systems (locks-keys/alarms/access controls, classified storage areas, badge readers): The Contractor shall be responsible for all locks and keys. The Contractor shall be responsible for new alarms, cameras, and access control equipment for new projects. The INL contractor provides scheduled maintenance, alarm testing, and system upgrades.
- (h) Operations Security (OPSEC): The Contractor shall provide appropriate project personnel to support its own OPSEC program and participate as a member of the INL Site wide OPSEC working group. The Contractor shall conduct OPSEC reviews of projects and facilities as required by DOE orders referenced herein. The INL contractor manages the INL Site-wide OPSEC program.
- (i) Classification/Declassification/Unclassified Controlled Information: The Contractor shall nominate personnel and maintain Derivative Classifiers (DCs) as necessary to support operational programs in coordination with the INL classification office. The INL classification program provides training and classification services to the Contractor. The Contractor shall provide appropriate DCs for the NRC License requirements as necessary to support operational programs and responsible to the Classification Officer for the Idaho Environmental Management Nuclear Regulatory Commission Licensed Facilities.

- (j) Nuclear Material Control and Accountability (NMC&A): The Contractor shall maintain a Nuclear Material Representative (NMR) and appoint Material Balance Area Custodians (MBACs) as necessary. The INL contractor provides all necessary training to the Contractor MBACs, conducts nuclear material inventories, and maintains nuclear material inventory records of nuclear materials and core NMC&A project support.
- (k) Facility Data Approval Record & Contract Security Classification Specification (FDAR/CSCS): The Contractor shall perform all FDAR/CSCS requirements.
- (l) Foreign Ownership, Control, or Influence (FOCI) processing: The Contractor shall maintain compliance with all FOCI requirements as necessary.
- (m) Visitor Control/Vehicle Access: The Contractor shall utilize the INL Site-wide visitor access control process and comply with vehicle access controls. The INL contractor provides visitor controls services to the Contractor.
- (n) Personnel Security: The Contractor shall be responsible for pre-employment background investigation for all new hire and subcontractor personnel. Individuals that require a clearance are subject to an Office of Personnel Management (OPM) background investigation. The INL contractor provides personnel security services to the Contractor.

The Contractor shall promptly prepare and submit applications for security clearances, for adjudication by DOE-ID, to ensure adequate cleared personnel are available for the successful completion of all contract requirements.

- (o) Coordination and liaison with DOE security organizations and DOE contractor security organizations, including the protective force of the INL contractor: The Contractor shall coordinate security service requests with the INL contractor for the INL Site and shall ensure appropriate coordination and liaison with the DOE security organizations. The Contractor shall coordinate with the INL protective force for non-routine activities (e.g. security support for road outages, construction security escorts, on-Site transportation security escorts, involuntary separations, increased security checks, and other requests as deemed necessary by the Contractor).
- (p) Access Authorization and Badging: The Contractor shall be responsible for pre employment background investigation for all new hire and subcontractor personnel. Individuals that require a clearance are subject to an Office of Personnel Management (OPM) background investigation. The Contractor shall promptly prepare and submit applications for security clearances for adjudication to the DOE personnel security office identified by the DOE Licensee to ensure adequate cleared personnel are available for the successful completion of all contract requirements. The Contractor shall comply with DOE Order 206.2, Identity, Credential, and Access Management (ICAM). The Contractor shall coordinate with the INL contractor and/or other DOE office(s) as approved by the DOE Licensee to issue Homeland Security Presidential Directive (HSPD) 12 badge credentials for all qualified personnel assigned to FSV. This includes cleared and uncleared personnel,

and the implementation of the necessary capabilities to provide access to Federal facilities or systems.

C.9.2.02.02 Safeguards and Security at the FSV Site

Physical security services will be provided by the FSV Physical Security Services contractor in accordance with the NRC license requirements. The Contractor shall develop an interface agreement with the FSV Physical Security Services contractor, and submit to DOE for approval, in accordance with Section J, Attachment J-2, *List of Contract Deliverables*. The interface agreement shall identify immediate notification responsibilities to the NRC and the DOE licensee and shall provide for immediate availability to initiate service requests for all security systems deficiencies or inoperability.

At the FSV facility specifically, the Contractor, in conjunction with the FSV Physical Security Services contractor shall review the NRC license requirements and implement a physical protection program in accordance with the DOE Licensee requirements, NRC license and the FSV physical security plans. This includes:

- (a) maintaining at all times, the minimum number of required armed/unarmed posted security police officers (SPO), management and support staff;
- (b) ensuring alarm stations are continuously manned by qualified SPOs;
- (c) verifying that required security systems, access controls, barriers, lighting, communication equipment, armament and tactical equipment are, at all times, maintained in operable working condition and capable of performing their intended function;
- (d) implementing security processes and procedures in accordance with applicable NRC requirements and the FSV security plans;
- (e) maintaining an effective corrective action program, designed for timely resolution of deficiencies or inoperable equipment, and to track and trend performance and compliance issues and associated triggers for notification to the DOE licensee;
- (f) for facilities at FSV not subject to NRC requirements, the Contractor shall coordinate with the DOE licensee and implement the Department of Homeland Security, Interagency Security Committee standards to protect personnel, facilities, information, information systems, and operations; and
- (g) for facilities at FSV that produce, receive, store, and or destroy classified information and or information subject to NRC cognizant, the requirements from Intelligence Community Directives (ICD) and NRC requirements shall be used to ensure design and protection requirements.

The Contractor shall ensure that annual assessments, training, and exercises are conducted in accordance with DOE Licensee requirements and the NRC license and

inspection procedures. The Contractor shall not conduct surveys and/or assessments not designed to meet NRC requirements.

The Contractor shall be responsible for timely repairs, maintenance or upgrades to security systems and components in accordance with NRC requirements and the FSV security plans.

The Contractor shall coordinate with the FSV Physical Security Services contractor to adopt the FSV Physical Protection Plan (PPP) in accordance with Section J, Attachment J-2, *List of Contract Deliverables*.

The following list includes, but is not limited to, additional protection activities that the Contractor is responsible for implementing at the FSV Site:

- (a) Program Management: The Contractor shall maintain appropriately trained and qualified personnel and sufficient resources for safeguards and security operations and management. The Contractor shall comply with the requirements of the NRC License and is responsible for all updates to PPP and security operations and management in coordination with the FSV Physical Security Services Contractor.
- (b) Information Security Oversight: Contractor shall ensure all documents are reviewed and approved for public release. The Contractor shall ensure all internal documents are reviewed for classification to comply with NRC License requirements for management of controlled unclassified and classified information, including access, receipt, transmission, storage, destruction, and retention.
- (c) Classification/Declassification/Unclassified Controlled Information: The Contractor shall appoint a classification point of contact for all categories of information required of the NRC license and applicable NRC requirements. The Contractor shall provide classification services in coordination with the DOE-ID NRC Licensed Facilities Classification Officer. The Contractor shall provide personnel and maintain adequate Derivative Classifiers (DCs) and Derivative De-Classifiers (DDs) as necessary to support operational programs. The Contractor shall manage the NRC License requirements for DC/DD and is responsible to the Classification Officer for the Idaho Environmental Management Nuclear Regulatory Commission Licensed Facilities. For public release request, the Contractor shall coordinate with the DOE Licensee and ensure that prior to release, documents are reviewed and approved by appropriately trained and qualified personnel with authority for public release.

- (d) Classified Matter Protection and Control (CMPC):
- (1) The Contractor shall ensure CMPC training is provided as required by the NRC license.
 - (2) The Contractor shall ensure that all personnel handling classified matter receive required training.
 - (3) The Contractor shall develop and implement appropriate systems for protection of classified matter.
- (e) Security Incidents/Inquiries: The Contractor shall follow NRC license requirements to conduct initial assessments of security incidents and make final determinations regarding security infractions of personnel assigned under NRC requirements at FSV. The Contractor shall manage an Incidents of Security Concerns program and comply with NRC license reporting requirements.
- (f) Physical Security Barriers and Equipment: The Contractor shall ensure that all barriers are periodically inspected, and supporting processes are in place to operate barriers as appropriated services provided by the FSV Physical Security Services contractor meets applicable NRC requirements.
- (g) Patrols, Surveillance, and Response Plans: The Contractor shall develop plans for patrols, surveillance and response in accordance with the NRC requirements, and must ensure that that all personnel that perform or implement patrols, surveillance, and response plans are trained, qualified, and knowledgeable in implementation prior to performing work.
- (h) Access Controls and Security Systems: The Contractor shall be responsible for establishing a visitor's management system that meets NRC requirements. The Contractor shall control all locks, keys, combinations and access credentials according to the FSV security plan and NRC requirements. The Contractor shall be responsible for alarms, cameras, and access control equipment and/or new projects. The Contractor shall be responsible for managing all system maintenance and alarm testing. The Contractor shall be immediately available to initiate service requests for all security systems.
- (i) Operations Security (OPSEC): The Contractor shall provide appropriate project personnel to support an OPSEC program. The Contractor shall provide appropriate project personnel to support NRC License requirements of the OPSEC Program and reporting.
- (j) Nuclear Material Control and Accountability (NMC&A): The Contractor shall maintain a Nuclear Material Representative (NMR) and appoint Material Balance Area Custodians (MBACs) as necessary.

- (k) Facility Data Approval Record & Contract Security Classification Specification (FDAR/CSCS): The Contractor shall perform all FDAR/CSCS requirements.
- (l) Foreign Ownership, Control, or Influence (FOCI) processing: The Contractor shall maintain compliance with all FOCI requirements as necessary.
- (m) Coordination and liaison with DOE security organizations: The Contractor shall coordinate security service requests with the DOE security organization. The Contractor shall ensure services provided to the FSV Physical Security Services contractor meet applicable NRC requirements. The Contractor shall coordinate with the FSV Physical Security Services contractor for non-routine activities (e.g., construction security escorts, involuntary separations, increased security checks, and other requests as deemed necessary by the DOE).
- (n) Access Authorization and Badging: The Contractor shall be responsible for pre-employment background investigation for all new hire and subcontractor personnel. Individuals that require a clearance are subject to an Office of Personnel Management (OPM) background investigation. Uncleared personnel shall follow NRC requirements for access to nuclear facilities. The Contractor shall promptly prepare and submit applications for security clearances for adjudication to the DOE personnel security office identified by the DOE Licensee to ensure adequate cleared personnel are available for the successful completion of all contract requirements. The Contractor shall comply with DOE Order 206.2, Identity, Credential, and Access Management (ICAM). The Contractor shall coordinate with the INL contractor and/or other DOE office(s) as approved by the DOE Licensee to issue Homeland Security Presidential Directive (HSPD)-12 badge credentials for all qualified personnel assigned to FSV. This includes cleared and uncleared personnel, and the implementation of the necessary capabilities to provide access to Federal facilities or systems.

C.9.2.03 Property Management

The Contractor shall manage all government property utilized under this contract. As of the end of contract transition the Contractor shall accept the transfer of and accountability for government property and equipment, including special nuclear material. This requirement includes government property in the possession or control of subcontractors. The Contractor shall establish and maintain a Personal Property Management System (PPMS) in accordance with Section I. 180(FAR) 52.245-1 *Government Property*, 41 CFR Chapter 102 *Federal Management Regulation*, and 41 CFR Chapter 109 *Department of Energy Property Management Regulations* to manage Government property in its possession. The Contractor PPMS shall be submitted to DOE for review and approval in accordance with Section J, Attachment J-2, *List of Contract Deliverables*. All Government Furnished Property (GFP) under this contract is furnished on an “as is/ where is” basis. The Government makes no warranty with respect to the

serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be the Contractor's responsibility.

Property shall be managed using a graded approach based on risk and cost. All property that has an acquisition value of \$10,000 or more shall be managed as accountable property. In addition, all property that is capitalized or categorized as sensitive and/or high risk in accordance with 41 CFR 109 shall be managed as accountable personal property. Other property may also warrant management as accountable based on cost and risk of loss. Property not managed as accountable shall be controlled administratively. These controls shall be described in the approved PPMS.

The Contractor shall coordinate with the INL contractor to identify new acquisitions (both capitalized equipment purchases and construction projects) to financially capitalize the property. The Contractor shall identify equipment and facilities that are disposed of to ensure timely financial write-off the assets balance in the INL contractor accounting records.

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

The Contractor shall disposition classified equipment and material in accordance with the requirements of regulations referenced in the first paragraph of this section as well as other applicable regulations and DOE guidance relating specifically to classified property.

The Contractor shall identify, control, and disposition high-risk property in accordance with 41 CFR 109 and FAR 52.245-1. The Contractor shall identify, control, and disposition Automatic Data Processing Equipment in accordance with 41 CFR 109, FAR 52.245-1 and DOE Order 205.1C, Department of Energy Cyber Security Program. The Contractor shall disposition nuclear-related or proliferation sensitive property in accordance with the requirements of 41 CFR 109 and FAR 52.245-1 and other applicable regulations to include, but not limited to, those published by the NRC, US Department of State and US Department of Commerce.

The Contractor shall develop and maintain a program for the acquisition, maintenance, and operation of equipment. The program shall comply with any and all applicable federal laws and regulations, state and local laws, and property management requirements. Government owned motorized and specialized equipment shall be maintained in accordance with standards and programs published and recommended by the Original Equipment Manufacturer (OEM). If the OEM does not have a recommended maintenance program, then best commercial practices will be used. Current DOE procedures shall be followed when ordering replacement vehicles or

requesting additional vehicles. Fleet reporting requirements shall be completed in accordance with DOE directed suspense dates. Records of maintenance should be kept in a manner that is complete, accurate and timely. Calibrated equipment should be tracked and managed in a manner that ensures that certifications and re-certifications are performed timely so as to not disrupt mission activities.

C.9.2.03.01 Real Property Services

The Contractor shall in accordance with H.65, *REAL PROPERTY ASSET MANAGEMENT*, comply with DOE Order 430.1, *Real Property Asset Management*, managing real property in a safe, secure, cost-effective, and sustainable manner; ensure that financial investments in real property are aligned to meet DOE mission needs and requirements; and ensure the real property portfolio is appropriately sized, aligned, and in proper condition to support efficient mission execution. The Contractor shall input and maintain all data required to be included in the Facility Information Management System (FIMS). This also includes providing reliable FIMS information that is current, complete, and accurate on real property holdings, enabling informed decision making in the planning, budgeting, operation, maintenance, and disposal of real property.

C.9.2.03.02 Personal Property

The Contractor shall manage all personal property assigned/Government Furnished Equipment (GFE) in accordance with 41 CFR 109, 41 CFR 102 and FAR 52.245-1. The Contractor shall also routinely input data and maintain the Property Information Database System (PIDS). The contractor shall complete DOE required reports/reporting by given suspense dates.

C.9.2.03.03 Replacement of Government Furnished Property

The replacement of Government Furnished Property for which title shall pass to and vest in the Government shall be the responsibility of the Contractor. The Contractor shall assume the risk of any loss, damage, or destruction of Government Furnished Property in accordance with FAR 52.245-1, Government Property.

C.9.2.04 Conduct of Maintenance

Real Property Maintenance

In accordance with DOE Order 430.1, *Real Property Asset Management*, real property assets must be sustained by maintenance, repair, and renovation activities to ensure: mission readiness; operational safety; worker health, environmental protection and compliance; security; and property preservation to cost-effectively meet program missions.

Nuclear Facility Maintenance

The Contractor shall perform maintenance in accordance with the requirements of DOE Order 433.1, *Maintenance Management Program for DOE Nuclear Facilities*, to minimize the likelihood and consequences of human fallibility or technical and organizational system failures.

A Nuclear Maintenance Management Program may be written to encompass Haz Cat 1, 2, & 3; other nuclear and non-nuclear facility maintenance in a single program.

C.9.2.05 Outgoing Contract Transition - Phase Out and Closeout Activities

The Contractor recognizes that the work and services covered by this contract are vital to the DOE mission and must be maintained without interruption, both at the commencement and the expiration of this Contract. At the expiration of the Contract term, or any Task Order(s) that extend beyond the Master IDIQ ordering period, or any earlier termination thereof, the Contractor shall cooperate with a successor contractor and/or the Government by allowing its employees to interview for possible employment. For those employees who accept employment with the successor contractor, such employees shall be released in a coordinated manner with the successor contractor. The Contractor shall cooperate with the successor contractor and Government with regard to the termination or transfer arrangements for such employees to ensure maximum protection of employee service credits and fringe benefits.

C.9.2.05.01 Phase Out Activities

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

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

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

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

- A training and orientation program for the successor contractor to cover the complete scope of work covered by the Contract and other specific requirements associated with work efforts at the INL Site and FSV facilities;
- Communication process among DOE, the Contractor, assigned subcontractors, incumbent employees, and the successor contractor and/or subcontractors;
- Identification of key transition issues and milestones;
- Identification of a transition team (inclusive of consultants and teaming members, if any);
- Approach to minimizing impacts on continuity of operations;
- Dispute resolution;
- Transition of programs, plans and projects;
- Transition and/or modification of necessary permits, which shall include a list of permits and purpose.
- Transition of existing management and operating systems, plans, procedures, programs (e.g., Worker Safety and Health plan, QA plan, ISMS program, Occupational Radiation Protection Program, Waste Management Program, Records Management Program, etc.);
- Transition of all Contract responsibilities, functions, and activities;
- Transition of all interface control documents; and
- Transition of any other documents or records that would be required for a successor contractor to adequately and efficiently perform.

Upon DOE approval of the Phase-Out Transition Plan, the Contractor shall complete the activities described in the plan by the end date of the contract and/or Task Order, as applicable.

C.9.2.05.02 Close Out Activities

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

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

The Closeout Plan shall be submitted in accordance with this PWS and the requisite contract or task order deliverable. Final payment may be withheld by DOE until all of the necessary activities are completed by the Contractor.

Upon completion of the contract and each task order, a final modification will be executed to officially close out the contract and/or each task order. A final release statement will be included in the applicable closeout modification where the Contractor discharges the Government, its officers, agents and employees from all liabilities, obligations and claims under the contract and/or each task order.

C.9.2.05.03 Incumbent(s) Contract Closeout

The Contractor shall support all remaining close-out activities of the incumbent contractors (Idaho Cleanup Project Core and NRC Licensed Facilities). This includes, but not limited to, filing W-2s, 1099s, 940s, 941s, final 5500s, and all Affordable Care Act forms; preparing the Fiscal Year 2021 Incurred Cost Submittals and supporting the DOE Cost Incurred audit; dispositioning assigned and open subcontracts and purchase orders, except interagency agreements, by closing all remaining obligations/liabilities to include necessary procurement and/or financial transactions to close the subcontracts and purchase orders; and providing other miscellaneous support activities, as necessary.

C.9.2.06 Mandatory and Optional Site Services

The Contractor shall establish an interface agreement that address the mandatory Site services to be purchased from the INL contractor, as listed in Section J, Attachment J-4, *List of INL Mandatory and Optional Site Services*. This agreement shall also address services provided by the ICP Contractor for purchase by the INL contractor. Optional services identified in Section J, Attachment J-4, *List of INL Mandatory and Optional Site Services*, are available to the Contractor for purchase from the INL contractor as the Contractor deems necessary for the contract or task order performance period, in accordance with the established interface agreement(s). If the Contractor purchases an optional service from the INL contractor for a specific task order, the optional service will become a mandatory service for the life of the task order. Any deviation from this requirement will require DOE CO approval. A review of the Site services shall be completed on a routine basis, no less frequent than every three years. The ICP Contractor shall also provide services for purchase by the INL contractor.

Purchasing a mandatory or optional service from the INL contractor does not relieve the Contractor in any way from meeting its responsibilities for meeting contract requirements. These mandatory and optional services are subject to agreement between the Idaho Office of Nuclear Energy and the Idaho Office of Environmental Management.

Other services not identified in Section J, Attachment J-4, *List of INL Mandatory and Optional Site Services* may be available as negotiated by the Contractor and the INL Contractor.

In the event the Contractor determines that some of the mandatory services may be obtained from more cost-effective sources of supply to the Government (EM and NE combined), the Contractor shall notify DOE of its proposal to utilize other sources. DOE approval will be obtained prior to changing mandatory service providers.

C.9.3 Environment, Safety, Health and Quality

C.9.3.01 Defense Nuclear Facility Safety Board

The Contractor shall conduct activities in accordance with those DOE commitments to the Defense Nuclear Facility Safety Board (DNFSB) which are contained in implementation plans and other DOE correspondence to the DNFSB. The Contractor shall support preparation of DOE responses to DNFSB issues and recommendations which affect or can affect contract work. Based on CO direction, the Contractor shall fully cooperate with the DNFSB and provide access to such work areas, personnel, and information as necessary. The Contractor shall comply with DOE Order 140.1 on interface activities with the DNFSB. The Contractor shall be accountable for ensuring that subcontractors adhere to these requirements.

C.9.3.02 Regulatory Interaction and Environmental Services

The Contractor is authorized to negotiate with regulatory agencies as specified in the regulatory interface protocol, and subject to DOE approval. The Contractor shall work with DOE, regulatory agencies, and other INL entities and contractors to reach collective agreements on interface protocols; keep the *Environmental Regulatory Structure and Interface Protocol for the ICP Contractor* (Section J, Attachment J-5) updated; and follow the protocol.

The Contractor shall maintain an environmental monitoring, analysis, and assessment program to detect impacts of EM operations and to comply with DOE orders, regulations, and agreement requirements. The Contractor shall coordinate its monitoring and surveillance program with the INL contractor to prevent duplication of monitoring efforts and ensure the INL Site monitoring program is technically based and adequate to identify impacts from operations. The environmental monitoring program shall provide for on-Site effluent monitoring; both on- and off-Site environmental surveillance to measure both radiological and non-radiological constituents; and both on- and off-Site erosion control monitoring, as required for specific contractor operations. Monitoring and surveillance includes both the continuous recording of data and the collecting of soil, sediment, water, air, and other samples at specific times. Evaluation and analysis of such data will be performed, as requested. Further, the Contractor shall install additional or modify existing monitoring locations as required or requested by DOE and/or regulatory agencies. The Contractor shall also conduct other monitoring, sampling, or inspection work as required by existing or future agreements with DOE or regulatory agencies.

The Contractor shall operate and maintain the existing Hydrogeologic Data Repository and the Comprehensive Well Inventory database. The Contractor shall provide full access to all Site contractors and DOE, as needed.

The Contractor shall assume applicable responsibilities, in accordance with the Endangered Species Act, the Candidate Conservation Agreement with the U.S. Fish and Wildlife Service, and the Bat Protection Plan.

The Contractor shall support DOE for the purpose of complying with the Natural Resource Damage Assessment requirements under Section 107(a) and 120(a) of CERCLA.

The Contractor shall sample and report the results for the drinking water systems at INTEC and RWMC in compliance with the Safe Drinking Water Act.

The Contractor shall, early in the planning stage of any proposed activity that may trigger agency compliance with the National Environmental Policy Act (NEPA), inform DOE in writing of the proposed action. For proposed CERCLA actions, NEPA values must be addressed to the extent practicable and documentation of how those values are addressed shall be provided to the NEPA Compliance Officer before the action proceeds. All information submitted to DOE by the Contractor shall be presented in a manner and extent that allows DOE to comply with NEPA requirements and to make a NEPA determination. The proposed activity may not proceed until all NEPA requirements have been satisfied. The proposed activity shall be compliant with DOE NEPA published at 10 CFR 1021, National Environmental Policy Act Implementing Procedures and the DOE's NEPA/CERCLA Policy. The Contractor shall adhere to all requirements and conditions, including the implementation of mitigation measures, identified in any applicable NEPA decision document or categorical exclusion upon which a NEPA determination is based.

C.9.3.03 Permits and Compliance Documents

The Contractor shall maintain and comply with, including reapplications as necessary, all applicable Site environmental permits and compliance documents including, but not limited to:

- RCRA permits;
- Air permits, including Risk-Based Disposal Approvals;
- Waste Water Recycle and Reuse permits;
- Site Treatment Plan under the Federal Facility Compliance Act;
- Notice of Noncompliance Consent Order, dated April 1992 et seq;
- Federal Facility Agreement and Consent Order (FFA/CO), dated December 1991;
- Idaho Settlement Agreement, dated October 1995, including the latest addendum;
- Agreement to Implement, dated July 1, 2008 per the U.S. District Court Order dated, May 25, 2006; and
- DOT Hazardous Material Regulations (HMR) per 49 CFR 107.105.

The Contractor shall be the lead on Site-wide issues related to RCRA and the Idaho Hazardous Waste Management Act (HWMA) and implementing regulations; Federal Facilities Compliance Act (FFCA) Site Treatment Plan; and CERCLA under the FFA/CO. For those compliance areas, the Contractor shall complete and submit (after appropriate coordination with all involved INL Site entities) Site-wide level regulatory reports, Site-wide consent order and agreement tracking

and closure information, and Site-wide permit applications (including permitting operations or facilities included in the Site Treatment Plan). The Contractor is not responsible for facility-specific regulatory compliance, record keeping, and permit applications at facilities it does not manage.

Facility-specific issues or actions related to current or ongoing facility-specific permit applications, releases to the environment, and compliance issues are the responsibility of the contractor managing the facility.

C.9.3.03.01 Certifications

The Contractor shall provide a written certification statement attesting that information DOE is requested to sign was prepared in accordance with applicable requirements. The Contractor shall include the following certification statement in the submittal of such materials to DOE:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

The certification statement shall be signed by the individual authorized to sign such certification statements submitted to federal or state regulatory agencies under the applicable regulatory program.

C.9.3.04 Environmental Support to INL Contractor

Since the INL contractor has the Site-wide coordination role for all regulatory programs except RCRA and CERCLA, the Contractor shall provide the INL contractor with the appropriate information, data (certified if necessary), and support necessary to complete its Site-wide functions including, but not limited to, the following areas:

- Site-wide air emission applications, permits, and reporting per the Clean Air Act and the Idaho implementing regulations; and reporting per the National Emission Standards for Hazardous Air Pollutants (NESHAPs).
- Site-wide monitoring, surveillance, and reporting for liquid effluents, drinking water, storm water, and groundwater to demonstrate compliance with the Clean Water Act, Safe Drinking Act, and other water quality requirements.
- Air and monitoring to determine the impact of operations on the environment and natural resources.

- Site-wide compliance reports, data, and records required by the Toxics Substance Control Act, Federal Insecticide, Fungicide and Rodenticide Act, Emergency Planning and Community Right to Know Act, and cultural resource management laws and regulations.
- Input to the Annual Site Environmental Report shall be provided annually to the designated DOE environmental surveillance, education, and research contractor.
- Asbestos notifications for renovations.

C.9.3.05 Worker Safety and Health

Worker Safety and Health

The Contractor shall develop (or adapt) and implement a Worker Safety and Health Program that complies with 10 CFR 851, *Worker Safety and Health Program* (WSHP), and submit the program to DOE for review and approval. The WSHP is required to be approved and implemented prior to the start of work. Abatement plans (*ICP Core Implementation Plan 10 CFR 851 Technical Amendment*, PLN-5686) are in place for the 2017 Technical Amendment to 10 CFR 851, and for the 2017 Amendment to the OSHA Walking Working Surfaces standard, 29 CFR 1910 Subpart D (*Walking and Working Surfaces Assessment Report*, RPT-1649). As part of this scope, the Contractor shall complete the phased implementation of NFPA 70E-2018 (implementation began in 2018 as a three-phased implementation approach; phases 1 and 2 are complete). The Contractor shall also complete the phased implementation of the 2017 amendment to the OSHA Walking Working Surfaces standard by the end of fiscal year 2025 (implementation began in fiscal year 2020, based on gaps identified in PLN-1649).

C.9.3.06 Occupational Medical Program (OMP)

The Contractor shall provide for its employees an OMP in compliance with 10 CFR 851. The Contractor may purchase this service from the INL contractor. A documented section in the WSHP describing the Contractor's OMP is required. 10 CFR 851 Appendix A specifies the written requirements of the OMP program that the WHSP must address. At a minimum, the WHSP for DOE approval needs to provide sufficient information or reference to another document (e.g., procedure, other) which describes the Contractor's (and its subcontractors') planned implementation of the OMP program in Appendix A, Section 8.

C.9.3.07 Integrated Safety Management System (ISMS)

The Contractor shall establish and maintain a single ISMS program as required by 48 CFR 970.5223-1, Integration of Environment, Safety and Health into Work Planning and Execution. The ISMS program shall ensure that safety and environmental protection considerations are integrated throughout the entire work planning and execution process (including subcontracts as appropriate) and shall extend through the execution of individual work packages where job-Site safety is ensured for each worker. The Contractor shall ensure that the principles of ISMS serve as the foundation of the implementing mechanisms for work at the Site.

A comprehensive Environmental Management System (EMS) based upon the ISO14001 EMS standard must be integrated into the ISMS. The EMS shall include measures to address federal sustainability requirements in compliance with DOE Order 436.1, *Departmental Sustainability* and other applicable DOE Orders referenced herein, and the DOE Strategic Sustainability Performance Plan, which is managed by the INL contractor. The EMS shall be certified to the ISO14001 standard by an accredited independent registrar within 12 months after the end of contract transition.

The Contractor shall ensure workers are involved in work planning and integrate the concepts of continuous improvement into work activities (e.g., the International Organization for Standardization (ISO) and Voluntary Protection Program (VPP) Star). The Contractor shall submit a compliant ISMS program description document for DOE approval.

C.9.3.08 Safety Culture

(a) The Contractor shall:

- (1) Adopt and continuously improve organizational culture, Safety Culture, and Safety Conscious Work Environment, including implementation and utilization of programs/processes that support employees raising concerns without fear of retaliation. These programs/processes include, but are not limited to, the Employee Concerns Program; the Differing Professional Opinions Process; Ethics and Compliance Program/Process; and Alternative Dispute Resolution.
- (2) Continuously promote a work environment where employees are encouraged to raise concerns. The Contractor shall define expectations, rigorously reinforce those expectations, and take actions to mitigate the potential for a chilling effect.
- (3) Conduct business in a manner fully transparent to DOE. Activities are demonstrated by open, clear, and well-communicated management actions and technical and project documentation. Identified issues and trends are proactively shared with DOE.
- (4) Champion a culture that promotes proactive self-identification and reporting of issues that identifies and takes action on systemic weaknesses leading to sustained continuous self-improvement.
- (5) Champion a culture that emphasizes the following safety culture attributes:
 - (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 accountability
 - (vii) Personal commitment to everyone's safety
 - (viii) Teamwork and mutual respect

- (ix) Participation in work planning and improvement
- (x) Mindfulness of hazards and controls
- (xi) Credibility, trust, and reporting errors and problems
- (xii) Effective resolution of reported problems
- (xiii) Performance monitoring through multiple means
- (xiv) Use of operations experience
- (xv) Questioning attitude.

C.9.3.09 Industrial Hygiene

The Contractor shall implement a comprehensive Industrial Hygiene Program in compliance with 10 CFR 851 and the associated regulatory and consensus standards that are incorporated by reference.

C.9.3.09.01 Beryllium Program

The Contractor shall develop (or adapt) and implement a Chronic Beryllium Disease Prevention Program (CBDPP) and perform work in compliance with 10 CFR 850, *Chronic Beryllium Disease Prevention Program*. The Contractor remains responsible for a CBDPP.

C.9.3.10 Emergency Management

The Contractor shall provide the necessary personnel, support, resources, facilities, and access in order to maintain an Emergency Management program that is integrated into a single Site-wide program operated by the INL contractor and coordinated with other DOE ID prime contractors as documented in contractors' Interface Agreements. The Contractor shall submit the Emergency Management Program for DOE approval in accordance with Section J, Attachment J-2, *List of Contract Deliverables*. The Contractor shall ensure its Emergency Management Program, including any requirements for TMI-2 (PLN-1610), is in place by the end of contract transition. The Emergency Management program shall be compliant with DOE O 151.1, *Comprehensive Emergency Management System*, and any other relevant directives, laws, etc. The Emergency Management program shall be adequate to analyze, plan, and respond to the hazards that are introduced, present, transported, or collocated with the facilities operated by the Contractor. General requirements shall include the development and implementation of a Comprehensive Emergency Management System designed to:

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

The Contractor shall provide and maintain adequate facilities, personnel, and other resources necessary to maintain a compliant program and shall provide at least the following:

- Facilities that have the power, communications, monitoring, equipment, and furnishings for Emergency Control Centers (ECCs) at RWMC and INTEC and alternate ECC(s) for RWMC and INTEC. Office space for emergency planners or hazards assessors that may be permanently housed in or in close proximity to the ECC shall also be furnished.
- Personnel that can staff a 24/7 cadre of Emergency Response Organization (ERO), filling necessary command and control and support positions in the ECCs, On Scene, and in the Emergency Operations Center (EOC). This includes an Emergency Action Manager (EAM) for each major Site facility (RWMC and INTEC), along with other positions in an approved emergency plan. In addition to responding to actual events, ERO personnel shall be trained, maintain qualifications, and conduct drills and exercises necessary to be proficient.
- Physical access to facilities and access to databases, personnel, or other information sources necessary for hazards assessors to conduct emergency planning hazards surveys and assessments. This shall include a notification process prior to introduction, removal, or relocation of hazardous material, or changes in processes that have the potential to change hazardous material release characteristics. Notification of issues or changes relating to the Unresolved Safety Question/Potential Inadequacy of Safety Analysis (USQ/PISA) process and documented safety basis is also required.
- A senior management personnel position with the authority to act in an advisory and coordination capacity in the EOC for emergencies or drills involving contractor facilities.
- A public affairs liaison position with the authority to coordinate on press releases, press conferences, or other emergency public information functions for emergencies or drills involving contractor facilities.
- Operations, technical, or labor personnel to provide mitigation of hazardous material releases or control of facility processes that will minimize releases. These personnel may also act in a support role with the INL Site-wide fire department or other response personnel.
- A recovery manager and any other personnel necessary to form a recovery team and perform the recovery functions required under emergency management. The appointment of a recovery manager, and the facility turnover when an emergency is terminated, will normally be the transition back to operations under contractor control.
- Resources necessary to perform corrective actions for issues identified in drills, exercises, operational emergencies, self-assessments, or external assessments (e.g. DOE-ID, DOE-HQ, HSS, IG, etc.).
- Time for all facility personnel to be trained in emergency response actions that are necessary for general employees (e.g., take shelter, evacuate, etc.), along with additional time for some facility personnel who will perform as area wardens for evacuation and personnel accountability purposes.

The Contractor shall prepare, submit for DOE approval, and execute the approved Continuity of Operations Plan per DOE Order 150.1, *Continuity Programs*. The Contractor shall submit the Continuity of Operations Plan for DOE approval in accordance with Section J, Attachment J-2,

List of Contract Deliverables. The Contractor shall maintain a compliant Emergency Management program.

C.9.3.11 Radiological Assistance Program (RAP)

The Contractor shall support the National Nuclear Security Administration (NNSA) RAP with separate funding provided by DOE through the NNSA. Upon request by DOE, the Contractor shall provide Radiological Control Technicians, Radiological Control Supervisors and other support personnel as deemed necessary by DOE to support requests for assistance during radiological emergencies or other events/activities requiring radiological expertise. The Contractor agrees to allow personnel supporting RAP to be appropriately trained in accordance with DOE requirements, and further agrees to provide for the storage and security of any DOE supplied equipment. The Contractor shall supplement response activities with project equipment and vehicles when needed, if available, and maintain/develop all required plans, procedures and reports.

C.9.3.12 Quality Assurance

The Contractor shall develop, implement, assess, and continuously improve the Quality Assurance Program (QAP) in accordance with Section E. The QAP shall be submitted to DOE for approval in accordance with Section J, Attachment J-2, *List of Contract Deliverables*.

The Contractor shall flow-down all quality requirements, clauses, policy, regulations, and other requirements from the contract as determined necessary through procurement documents.

C.9.3.13 Radiation Protection

The Contractor shall develop and implement a Radiation Protection Program that complies with the requirements of 10 CFR 835, *Occupational Radiation Protection*

Consistent with 10 CFR 835 Occupational Radiation Protection and the Departmental Implementing Guides, the Contractor shall conduct Site activities in compliance with a DOE approved Radiation Protection Program (RPP) to control internal and external dose from occupational radiation exposure and minimize the spread of contamination. The As Low As Reasonably Achievable (ALARA) process shall be applied to EM program activities. The Contractor shall, at the effective date of the transition task order, adopt the existing RPP or submit a proposed RPP that must be approved by DOE prior to the end of contract transition. If adopting the existing RPP, a revision to the RPP shall be submitted to DOE in accordance with Section J, Attachment J-2, *List of Contract Deliverables*.

The Contractor shall utilize Department of Energy Laboratory Accreditation Program (DOELAP) accredited external and internal dosimetry services. All dosimetry records shall be maintained by the entity providing the dosimetry service. The Contractor shall purchase these services from the INL contractor, see Section J, Attachment J-4, *List of INL Mandatory and*

Optional Site Services. The Contractor shall maintain a 10 CFR 835 compliant dosimetry and records program.

C.9.3.14 Nuclear Safety

The Contractor shall establish and maintain a Nuclear Safety Program in compliance with 10 CFR 830, Subpart B, and relevant directives, and consistent with relevant guides and standards. The Contractor shall ensure that the structure of requirements to achieve nuclear safety is based on sound principles such as defense in depth, redundancy of protective measures, robust technical competence in operations and management oversight, and compliance with DOE directives embodying nuclear safety requirements. The Contractor shall maintain authorization basis documents. During transition, the Contractor shall adopt the existing Unreviewed Safety Question (USQ) process or submit a proposed USQ process to DOE that must be approved prior to the end of contract transition. Any changes to the established Unreviewed Safety Question process shall require DOE approval. The Contractor shall ensure that all nuclear facilities are maintained and operated within the DOE approved safety bases. The Contractor shall comply with DOE requirements for nuclear facility start of operations and re-start of operations as required by DOE Order 425.1, *Verification of Readiness to Startup or Restart Nuclear Facilities*.

C.9.3.15 Criticality Safety

The Contractor shall establish and maintain a Criticality Safety Program in compliance with DOE O 420.1, *Facility Safety* and relevant directives, and consistent with relevant guides, and standards identified in this contract. During transition, the Contractor shall adopt existing Criticality Safety Program (CSP) plans and procedures or submit a proposed CSP to DOE that must be approved prior to the end of contract transition. Any changes made to the Criticality Safety Program require DOE approval.

C.9.4 Office Space

The Contractor shall provide the same office space for DOE personnel in CPP-663 and WMF-658 as was being provided at the effective date of the transition task order, including DOE office space at FSV. Office space shall include areas for information technologies, communications, administrative functions (e.g., records storage, conference room, office supply storage) and access to storage for, and use of, classified materials.

The Contractor shall assume responsibility for the Sawtelle Street Facility (also known as, Technical Support Buildings (TSB) and Technical Support Annex (TSA)) lease and property taxes located in Idaho Falls, including janitorial services. The Contractor shall provide the same office space for the DOE Inspector General and current INL contractor at TSB-TSA as was being provided at the effective date of the transition task order.

C.9.5 DOE-ID Support Activities

The Contractor shall provide support services to DOE which include, but are not limited to: IT developer support, wireless service, records management, copier services, printing/graphics, DOE office moves, and DOE training.

C.9.6 Interactions

C.9.6.01 External Affairs/Public Affairs

- (a) The Contractor shall establish and maintain an External Affairs/Public Affairs program in accordance with DEAR 952.204-75 *Public Affairs* that includes, but is not limited to: timely responses to DOE requests for information and assistance, outreach to keep external constituencies informed about work under the Contract, an effective ICP website, and integrated and effective Site tour planning.
- (b) External Affairs includes information, necessary technical support, and involvement programs to reach diverse external parties interested in the INL Site (e.g., Shoshone-Bannock tribes, EM Citizens Advisory Board, stakeholders, news media, elected officials and their staffs, local community officials, and the public) with the status, challenges, and objectives of the cleanup work.
- (c) For external constituencies, the Contractor shall anticipate specific areas of concern, interest, or controversy and employ communication strategies that inform and ensure close coordination with DOE Communications personnel throughout. DOE retains the primary role in directing the timing, substance, and form of public information and must approve products and outreach.
- (d) The Contractor shall:
 - (1) Submit an External Affairs/Internal Communications Program Description for DOE approval that provides a comprehensive description of the External Affairs Program, staffing, products, and services with an emphasis on innovative approaches to communications.
 - (2) Submit responses to information requested by DOE in compliance with FOIA and Privacy Act requirements.
 - (3) Develop, plan, and coordinate proactive approaches to dissemination of timely information regarding DOE unclassified activities, with an emphasis on innovative approaches to communications. The Contractor shall implement this responsibility through coordination with DOE in such a manner that the public, whether it is the media, citizens' groups, private citizens or local, state or federal government officials, has a clear understanding of DOE activities at the INL Site.

- (4) Work with DOE to inform and involve the Shoshone-Bannock as part of the ICP decision-making and coordinate with DOE on the ongoing technical staff interactions to ensure they can be involved early and often in proposed plans and activities.
- (5) Participate in and attend citizen advisory board activities in support of DOE and specific to scope of overall contract work.
- (6) Provide strategy and resources for required public comment and outreach processes related to upcoming decision making (e.g., NEPA and CERCLA).
- (7) Participate in tour planning and preparation and make facilities and personnel available as requested by DOE. Visits to the project Sites shall be part of ongoing communication and outreach activities.
- (8) Provide ongoing support to DOE in the preparation of communication materials such as presentations, fact sheets, specialized graphics and charts, large posters, up-to-date photography, video and audio clips, and stories.
- (9) Coordinate internal employee communication products through DOE for review and approval if they are related to issues/incidents that have the potential to garner external media and stakeholder interest.
- (10) Receive DOE approval prior to externally releasing information related to the INL Site.
- (e) These interfaces shall be in coordination with DOE: media, members of the U.S. Congress and their staffs, Tribal and community leaders, and a wide variety of stakeholders and local governments.

C.9.6.02 External Review and Support

- (a) The Contractor shall provide support to DOE in hosting other agencies, including but not limited to: Defense Nuclear Facilities Safety Board, GAO, Office of Inspector General, and other Government and DOE oversight staff from auditing and assessing organizations, providing required presentations, preparing DOE responses, responding to information requests, and by providing required Subject Matter Experts to respond to questions and information requests.
- (b) The Contractor shall also support the following:
 - (1) Providing access to work areas, personnel, and information, as necessary; and
 - (2) In coordination with DOE audit liaisons, providing support during audits and assessments, including delivering information within a specified time, arranging briefings, preparing presentation materials, and maintaining a record of documents provided in response to requests.

C.9.7 Business Performance Requirements

The scope of this section includes activities such as Business Administration, Internal Audit and other general performance requirements. The Contractor shall develop, implement, and maintain the required plans and actions in accordance with the laws, regulations, and DOE directives applicable to each of the scope areas described in this section and have optimized these services through an integrated planning approach.

C.9.7.01 Business Administration

- (a) The Contractor shall establish and maintain cost-effective internal business administration that enables good business decisions, good faith negotiations, sufficient resources to manage the Contract activities, and a cooperative and (as appropriate) collaborative working relationship with DOE, stakeholders, and other Site contractors.
- (b) The Contractor shall provide the management expertise, leadership, and business administration processes (e.g., administration of market-based employee benefits, independent oversight, legal) and systems (e.g., Finance/Accounting, Contracts/Procurement, and Human Resources) to perform Contract Section C requirements safely, securely, efficiently, and in a cost-effective manner.

C.9.7.02 Internal Audit

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

C.9.8 Defined Benefit Pension Plan Costs

The Contractor shall use designated Defined Benefit Pension Plan funding to reimburse the INL contractor for the ICP share of the current Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees.

The Contractor as a sponsor of the Idaho National Laboratory Employee Retirement Plan (INLERP) will be reimbursed for pension contributions in the amounts necessary to ensure that the plan is funded to meet the annual minimum requirement under ERISA, as amended by the Pension Protection Act (PPA) of 2006 or as otherwise directed by the Department of Energy. However, reimbursement for pension contributions above the annual minimum contribution required under ERISA, as amended by the PPA, shall require prior approval of the CO and will be considered on a case by case basis. Reimbursement amounts will take into consideration all pre-funding balances and funding standard carryover balances.

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

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

CONTRACTOR HUMAN RESOURCE MANAGEMENT (CHRM) CLAUSES

H.2 DOE-H-2002 NO THIRD PARTY BENEFICIARIES (OCT 2014)

This Contract is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed as granting, vesting, creating or conferring any right of action or any other right or benefit upon past, present or future employees of the Contractor, or upon any other third party. This provision is not intended to limit or impair the rights which any person may have under applicable Federal statutes.

H.3 DEFINITIONS

For purposes of H Clauses entitled, Workforce Transition and Employee Hiring Preferences Including through Period of Performance, DOE-H-2001, Employee Compensation: Pay and Benefits (Oct 2014), and Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits, the following definitions are applicable (unless otherwise specified):

- (a) “AMWTP” means Advanced Mixed Waste Treatment Project.
- (b) “Contract Award Date” means the date the Contract is signed by the Contracting Officer (CO), noted in Block 28 of the Standard Form 33, Solicitation, Offer and Award.
- (c) “Contract Transition Period” means the 90-day transition as defined in Section C.2 of this Contract.
- (d) “Fluor Idaho” means Fluor Idaho, LLC under contract DE-EM0004083.
- (e) “STI” means Spectra Tech, Inc. under contract DE-EM0003976.
- (f) “ICP” means Idaho Cleanup Project.
- (g) “Incumbent Contractor(s)” means Fluor Idaho and STI.
- (h) “Incumbent Employees” means employees who are employees of either Fluor Idaho or STI.
- (i) “Non-Incumbent Employees” are employees other than Incumbent Employees.
- (j) “Contract Ordering Period” is defined in Section F, F.3 Period of Performance.
- (k) “Task Order Period of Performance” is defined in each Task Order.

H.4 WORKFORCE TRANSITION AND EMPLOYEE HIRING PREFERENCES INCLUDING THROUGH PERIOD OF PERFORMANCE

Definition: “INL Site” as referenced in this section is specific to Environmental Management (EM) Idaho Cleanup Project (ICP) with regard to hiring preferences.

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

- (a) The Contractor shall provide, during the Transition Period and throughout the period of performance, preferences in hiring for vacancies for non-managerial positions (i.e., all those below the first line of supervision) in accordance with hiring preferences in the paragraphs below, in descending order of priority, and in accordance with applicable law, any applicable collective-bargaining agreement(s), and applicable Site seniority list(s) as provided to the Contractor by the Contracting Officer, as set forth below.
 - (1) The Contractor shall provide Incumbent Employees the hiring preferences in paragraphs (i) and (ii) in descending order of priority:
 - (i) A preference in hiring for vacancies in non-managerial positions that are substantially equivalent to the position each respective Incumbent Employee held on the effective date of the contract transition task order.
 - (ii) A preference in hiring for vacancies in non-managerial positions for Incumbent Employees not hired into a substantially equivalent position in (1), but who meet the qualifications for another position.
 - (2) The Contractor shall give a preference in hiring to individuals who, as former employees of Fluor Idaho, are entitled to recall rights consistent with any applicable collective bargaining agreement(s) at the Idaho Cleanup Project (ICP) and the Advanced Mixed Waste Treatment Project (AMWTP).
- (b) The Contractor shall provide, throughout the contract ordering period, and subsequent Task Order(s) period of performance extending beyond the contract ordering period, preferences in hiring for vacancies at the INL Site for non-managerial positions (i.e., all those below the first line of supervision), in accordance with the hiring preferences in paragraphs (1) – (4) below, in descending order of priority.
 - (1) Consistent with any applicable collective bargaining agreement(s) and Site seniority lists at the INL Site, the Contractor shall give a preference in hiring to individuals who are former employees of the Incumbent Contractors, and who are entitled to recall rights.
 - (2) The Contractor shall give a preference in hiring to individuals set forth below in paragraphs (A) and (B), in descending order of priority, who are eligible for the hiring preference contained in the clause in Section I of this Contract entitled “DEAR 952.226-74, Displaced Employee Hiring Preference”, consistent with the provisions of any applicable Workforce Restructuring Plan and Departmental guidance on workforce restructuring, as amended from time to time, regarding the preferential hiring of employees:
 - (A) Former employees of the Incumbent Contractors or any other DOE contractor or subcontractor of a DOE contractor at the INL Site.
 - (B) Former employees of other DOE contractor(s) or subcontractor(s) at a DOE defense nuclear facility eligible for the hiring preference.
 - (3) The Contractor shall give a preference in hiring to individuals who (A) were formerly employed at the INL Site, including individuals previously employed by ICP, AMWTP

- or the Licensed NRC Facilities; and (B) were involuntarily separated (other than for cause) from their employment at the INL Site; and (C) are qualified for the position or who are not qualified for a particular position, but who agree to become qualified on their own and can become qualified by the date set by the Contractor for commencement of active employment under this Contract or an individual task order.
- (4) The Contractor shall give a preference in hiring to individuals who (A) have separated from employment at the INL Site for any reason other than for cause; (B) are not precluded from seeking employment with a DOE or National Nuclear Security Administration (NNSA) contractor by the terms of employee waivers or releases of claims they executed, absent repayment of severance consistent with the terms of those agreements; and (C) are qualified for a particular position.

H.5 DOE-H-2001 EMPLOYEE COMPENSATION: PAY AND BENEFITS (June 2022)

(a) Contractor Employee Compensation Plan

The Contractor shall submit, for Contracting Officer approval, by close of the Transition Task Order period, a Contractor Employee Compensation Plan (to be submitted during contract transition only) demonstrating how the Contractor will comply with the compensation requirements of this Contract. The Contractor Employee Compensation Plan shall describe the Contractor's policies regarding compensation, pensions and other benefits, and how these policies will support, at reasonable cost, the effective recruitment and retention of a highly-skilled, motivated, and experienced workforce.

A description of the Contractor Employee Compensation Program should include the following components:

- (1) Philosophy and strategy for all pay delivery programs;
 - (2) System for establishing a job worth hierarchy;
 - (3) Method for relating internal job worth hierarchy to external market;
 - (4) System that links individual and/or group performance to compensation decisions;
 - (5) Method for planning and monitoring the expenditure of funds;
 - (6) Method for ensuring compliance with applicable laws and regulations;
 - (7) System for communicating the programs to employees;
 - (8) System for internal controls and self-assessment; and
 - (9) System to ensure that reimbursement of compensation, including stipends, for employees who are on joint appointments with a parent or other organization shall be on a pro-rated basis.
- (b) Total Compensation System
- The Contractor shall develop, implement and maintain formal policies, practices and procedures to be used in the administration of its compensation system consistent with FAR 31.205-6 and DEAR 970.3102-05-6, *Compensation for Personal Services*. DOE-approved standards (e.g., set forth in an advance understanding or appendix), if any, shall be applied to the Total Compensation System. The Contractor's Total Compensation System shall be fully documented, consistently applied, and acceptable to the Contracting

Officer. Costs incurred in implementing the Total Compensation System shall be consistent with the Contractor's documented Contractor Employee Compensation Plan, as approved by the Contracting Officer.

- (c) Requirements for Subcontractors with Incumbent Contractor Eligible Employees
DOE and the Contractor shall agree to the subcontractors that will be subject to the requirements to provide pension and other benefits for Pension Plan Eligible Employees, as defined in paragraph (f) of H Clause entitled, *Definitions*.
- (1) The Contractor shall submit to DOE no later than thirty days prior to the close of the Transition Task Order Period of Performance, and with each subsequent task order proposal submittal, a list of subcontractors that will flow down the requirement for continuation of benefits to Eligible Employees.
 - (2) The Contractor may thereafter propose changes to those subcontractors subject to paragraph (1) above. Such proposed changes shall not be effective or implemented without prior written approval by the Contracting Officer. Approval of a proposed change is at the unilateral discretion of the Contracting Officer.
 - (3) The Contractor shall flow down, to all subcontractors that are subject to the pension plan in paragraphs (1) and (2) of this section, the requirements of paragraphs (g) and (h) of this clause; and paragraphs (a) and (b) of H Clause entitled, *Post-Contract Responsibilities for Pension and Other Benefit Plans*.
 - (4) Subject to other subcontract review and approval requirements in this Contract, this clause does not limit the Contractor's ability to utilize subcontractors as necessary to perform Contract requirements.
- (d) Reports and Information
The Contractor shall provide the Contracting Officer with the following reports and information with respect to pay and benefits provided under this Contract:
- (1) An annual Contractor Salary-Wage Increase Expenditure Report to include, at a minimum, breakouts for merit, promotion, variable pay, special adjustments, and structure movements for each pay structure showing actual against approved amounts and planned distribution of funds for the following year.
 - (2) A list of the top five most highly-compensated executives, as defined in FAR 31.205-6(p)(4)(ii) and their total cash compensation, at the time of the contract award and at the time of any subsequent change to their total cash compensation. This should be the same information provided to the System for Award Management (SAM) in accordance with FAR 52.204-10 *Reporting Executive Compensation and First-Tier Subcontract Awards*.
 - (3) An Annual Report of Compensation and Benefits. Report to be submitted no later than March 1 of each year in iBenefits or its successor.

Section 702 of the Bipartisan Budget Act of 2013 (BBA; Pub. L. 113-67, December 26, 2013) establishes a cap on the reimbursement of compensation costs for contractor employees, adjusted annually to reflect the change in the Employment Cost Index for all workers as calculated by the Bureau of Labor Statistics (BLS).

(e) Pay and Benefits Programs

The Contractor shall establish pay and benefit programs for Incumbent Employees and Non-Incumbent Employees, as set forth in paragraphs (1) and (2) below and consistent with any applicable collective bargaining agreement(s), and applicable law, provided, however, that employees scheduled to work fewer than 20 hours per week receive only those benefits required by law. Employees are eligible for benefits, subject to the terms, conditions, and limitations of each benefit program.

(1) Incumbent Employees are as defined in Section H.3 clause entitled, *Definitions*.

- (i) Pay. Subject to the Workforce Transition clause, the Contractor shall provide equivalent base pay to Incumbent Employees, as compared to pay provided and reimbursed by the Government, to Incumbent Employees for at least the first year of the term of the IDIQ Contract Ordering Period.
- (ii) Pension and Other Benefits. The Contractor shall provide a total package of benefits to Incumbent Employees comparable to that provided by the Incumbent Contractors. Comparability of the total benefit package shall be determined by the Contracting Officer at his/her sole discretion. Incumbent Employees shall remain in their existing DB and/or DC pension plans (or comparable successor plans if continuation of the existing plans is not practicable) pursuant to pension plan eligibility requirements and applicable law.

(2) Non-Incumbent Employees are as defined in (i) of H Clause entitled, *Definitions*.

All Non-Incumbent Employees shall receive a total pay and benefits package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees.

(3) Cash Compensation.

- (i) The Contractor shall submit the following, as applicable, to the Contracting Officer for a determination of cost allowability for reimbursement under the Contract:
 - (A) Any proposed major compensation program design changes prior to implementation.
 - (B) Variable pay programs/incentives. If not already authorized in the contract, a justification shall be provided with proposed costs and impacts to budget, if any.
 - (C) In the absence of Departmental policy to the contrary (e.g., Secretarial pay freeze) a Contractor that meets the criteria, as set forth below, is not required to submit a Compensation Increase Plan (CIP) request to the Contracting Officer for an advance determination of cost allowability for a Merit Increase fund or Promotion/Adjustment fund.
 - I. The Merit Increase fund does not exceed the mean percent increase included in the annual Departmental guidance providing the WorldatWork Salary Budget Survey's salary increase projected for the CIP year. The Promotion/Adjustment fund does not exceed the increase identified in the annual Departmental guidance.

- II. The budget used for both Merit Increase funds and Promotion/Adjustment funds shall be based on the payroll for the end of the previous CIP year.
 - III. Salary structure adjustments do not exceed the mean WorldatWork structure adjustments projected for the CIP year and communicated through the annual Department CIP guidance.
 - IV. Please note: No later than the first day of the CIP cycle, Contractors must provide notification to the Contracting Officer of planned increases and position to market data by mutually agreed-upon employment categories. No presumption of allowability will exist for employee job classes that exceed market position.
- (D) If a Contractor does not meet the criteria included in (C) above, a CIP must be submitted to the Contracting Officer for an advance determination of cost allowability, unless the Contracting Officer, in accordance with subparagraph (p) obtains an audit of the Contractor's compensation and benefits system and of its incurred costs from either DCAA, or an independent public accounting firm under the DOE contract for such services. Otherwise, the CIP should include the following components and data:
- I. Comparison of average pay to market average pay;
 - II. Information regarding surveys used for comparison;
 - III. Aging factors used for escalating survey data and supporting information;
 - IV. Projection of escalation in the market and supporting information;
 - V. Information to support proposed structure adjustments, if any;
 - VI. Analysis to support special adjustments;
 - VII. Funding requests for each pay structure to include breakouts of merit, promotions, variable pay, special adjustments, and structure movement.
 - (a) The proposed plan totals shall be expressed as a percentage of the payroll for the end of the previous CIP year.
 - (b) All pay actions granted under the compensation increase plan are fully charged when they occur regardless of time of year in which the action transpires and whether the employee terminates before year end.
 - (c) Specific payroll groups (e.g., exempt, nonexempt) for which CIP amounts are intended shall be defined by mutual agreement between the contractor and the Contracting Officer.
 - (d) The Contracting Officer may adjust the CIP amount after approval based on major changes in factors that significantly affect the plan amount (for example, in the event of a major reduction in force or significant ramp-up).
 - VIII. A discussion of the impact of budget and business constraints on the CIP amount;
 - IX. Comparison of pay to relevant factors other than market average pay.

- (E) After receiving DOE CIP approval or if criteria in (e)(3)(i)(C) are met, contractors may make minor shifts of up to 10 percent of approved CIP funds by employment category (e.g., Scientist/Engineer, Admin, Exempt, Non-Exempt) without obtaining DOE approval.
 - (F) Individual compensation actions for the top contractor official (e.g., laboratory director/plant manager or equivalent) and key personnel not included in the CIP. For those key personnel included in the CIP, DOE will approve salaries upon contract award and when key personnel are replaced during the contract ordering period and subsequent Task Order(s) period of performance extending beyond the contract ordering period. DOE will have access to all individual salary reimbursements. This access is provided for transparency; DOE will not approve individual salary actions (except as previously indicated).
 - I. The Contracting Officer's approval of individual compensation actions will be required only for the top contractor official (e.g., laboratory director/plant manager or equivalent) and key personnel as indicated in (e)(3)(i)(F) above. The base salary reimbursement level for the top contractor official establishes the maximum allowable base salary reimbursement under the Contract. Unusual circumstances may require a deviation for an individual on a case-by-case basis. Any such deviations must be approved by the Contracting Officer.
 - II. Except as set forth in a workforce restructuring plan approved by DOE, Severance Pay is not payable to an employee under this Contract if the employee:
 - a. Voluntarily separates, resigns or retires from employment;
 - b. Is offered employment with a successor/replacement contractor;
 - c. Is offered employment with a parent or affiliated company;
 - d. Is discharged for cause; or
 - e. Is a Key Person identified in Section H.44 *DOE-H-2070 Key Personnel – Alternate I (Oct 2014) (Revised)*.
 - III. Service Credit for purposes of determining severance pay does not include any period of prior service for which severance pay has been previously paid through a DOE cost-reimbursement contract or Task Order.
- (f) Employees Benefits
- (1) Incumbent Employees shall remain in their existing pension and/or retirement investment plans (or comparable successor plans if continuation of the existing plans is not practicable), pursuant to plan eligibility requirements and applicable law.
 - (2) Non Incumbent Employees shall receive a benefits package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees and in accordance with Contract requirements.

(g) Pension and Other Benefit Programs

- (1) No presumption of allowability will exist when the Contractor implements a new benefit plan, or makes changes to existing benefit plans, and the Contractor has not provided the Contracting Officer the opportunity to review the allowability of the changes prior to implementation. The Contractor shall submit for prior approval benefit changes that result in increases to the Department's long-term pension and other actuarial liabilities that are reported in the Department's financial statement, including increases in employer contributions for defined contribution pension plans. Examples of benefits changes that increase the Department's long-term liabilities include defined benefit pension plan changes and postretirement benefits other than pensions. Any changes made by the Contractor shall be in accordance with and pursuant to the terms and conditions of the contract. Advance notification, rather than approval, is required for changes that do not increase costs and are not contrary to Departmental policy or written instruction.
- (2) Cost reimbursement for employee pension and other benefit programs sponsored by the Contractor will be based on the Contracting Officer's approval of Contractor actions pursuant to an approved "Employee Benefits Value Study" and an "Employee Benefits Cost Survey Comparison" as described below, unless the Contracting Officer, in accordance with subparagraph (p) obtains an audit of the Contractor's compensation and benefits system and of its incurred costs from either DCAA, or from DOE's independent public accounting firm (under contract with DOE).
- (3) Unless otherwise stated, or as directed by the Contracting Officer, the Contractor shall submit the studies required in paragraphs (i) and (ii) below. The studies shall be used by the Contractor in calculating the cost of benefits under existing benefit plans. An Employee Benefits Value (BenVal) Study Method using no less than 15 comparator organizations and an Employee Benefits Cost Survey comparison method shall be used in this evaluation to establish an appropriate comparison method. In addition, the Contractor shall submit updated studies to the Contracting Officer for approval prior to the adoption of any change that increases the costs to a pension or other benefit plan:
 - (i) A BenVal, every two years for each benefit tier (e.g., group of employees receiving a benefit package based on date of hire), which is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor to employees measured against the RV of benefit programs offered by the Contracting Officer approved comparator companies. To the extent that the value studies do not address post-retirement benefits other than pensions, the Contractor shall provide a separate cost and plan design data comparison for those benefits using external benchmarks derived from nationally recognized and Contracting Officer -approved survey sources.
 - (ii) An Employee Benefits Cost Study Comparison annually for each benefit tier that analyzes the Contractor's employee benefits cost for employees as a percent of payroll and compares it with the cost as a percent of payroll, including geographic factor adjustments, reported by the U.S. Department of Labor's Bureau of Labor Statistics or other Contracting Officer -approved broad based national survey. Alternatively, in accordance with subparagraph (p) the

Contracting Officer may obtain an audit of the Contractor's compensation and benefits system and of its incurred costs from either DCAA or from DOE's independent public accounting firm (under contract with DOE), and not require the submission of an Employee Benefits Cost Study.

- (A) When the net benefit value exceeds the comparator group by more than five percent, the Contractor shall submit a corrective action plan to the Contracting Officer for approval, when and if requested in writing by the Contracting Officer.
 - (B) When the benefit costs as a percent of payroll exceeds the comparator group by more than twelve percent, the Contractor shall submit a corrective action plan to the CO for approval, when and if requested in writing by the Contracting Officer.
 - (C) Within two years, or longer period as agreed to between the Contractor and the Contracting Officer, of the Contracting Officer acceptance of the Contractor's corrective action plan, the Contractor shall align employee benefit programs with the benefit value and the cost as a percent of payroll in accordance with its corrective action plan.
 - (D) The Contractor may not terminate any benefit plan during the term of the Contract without the prior approval of the Contracting Officer in writing.
 - (E) Cost reimbursement for post-retirement benefits other than pensions (PRB) is contingent on DOE approved service eligibility requirements for PRBs that shall be based on a minimum period of continuous employment service not less than five (5) years under a DOE cost reimbursement contract(s) immediately prior to retirement. Unless required by Federal or state law, advance funding of PRBs is not allowable.
 - (F) Each contractor sponsoring a defined benefit pension plan and/or postretirement benefit plan will participate in the annual plan management process which includes written responses to a questionnaire regarding plan management, providing forecasted estimates of future reimbursements in connection with the plan(s) and participating in a conference call to discuss the contractor submission (see (i)(6) below for Pension Management Plan requirements).
 - (G) Each contractor will respond to data calls issued through iBenefits, or its successor system.
- (h) Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs
- (1) Employees working for the Contractor shall only accrue credit for service under this Contract after the end of contract transition.
 - (2) Except for Commingled Plans in existence as of the effective date of the Contract, any pension plan maintained by the Contractor for which DOE reimburses costs shall be maintained as a separate pension plan distinct from any other pension plan that provides credit for service not performed under a DOE cost-reimbursement contract. When deemed appropriate by the Contracting Officer, Commingled Plans shall be

converted to Separate Plans after the date of new contract award or the extension of a contract.

(i) Basic Requirements

The Contractor shall adhere to the requirements set forth below in the establishment and administration of pension plan and other benefit plans that are reimbursed by DOE pursuant to cost reimbursement contracts for management and operation of DOE facilities and pursuant to other cost reimbursement facilities contracts. Pension Plans include Defined Benefit and Defined Contribution plans.

- (1) The Contractor shall become a sponsor of the existing pension and other benefit plans (or if continuation of the existing plans is not practicable, comparable successor plans), including other PRB plans, as applicable, with responsibility for management and administration of the plans. The Contractor shall be responsible for maintaining the qualified status of those plans consistent with the requirements of Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code (IRC). The Contractor shall carry over the length of service credit and leave balances accrued as of the date of the Contractor's assumption of Contract performance.
- (2) The Contractor's defined benefit and defined contribution pension plans shall be subjected to a limited-scope audit annually that satisfies the requirements of ERISA section 103, except that every third year the Contractor must conduct a full-scope audit of defined benefit plan(s) satisfying ERISA section 103. Alternatively, the Contractor may conduct a full-scope audit satisfying ERISA section 103 annually. In all cases, the Contractor must submit the audit results to the Contracting Officer. In years in which a limited scope audit is conducted, the Contractor must provide the Contracting Officer with a copy of the qualified trustee or custodian's certification regarding the investment information that provides the basis for the plan sponsor to satisfy reporting requirements under ERISA section 104. While there is no requirement to submit a full scope audit for defined contribution plans, contractors are responsible for maintaining adequate controls for ensuring that defined contribution plan assets are correctly recorded and allocated to plan participants.
- (3) For existing Commingled Plans, the Contractor shall maintain and provide annual Separate Accounting of DOE liabilities and assets for a Separate Plan.
- (4) For existing Commingled Plans, the Contractor shall be liable for any shortfall in the plan assets caused by funding or events unrelated to DOE contracts.
- (5) The Contractor shall comply with the requirements of ERISA if applicable to the pension plan and any other applicable laws.
- (6) The Pension Management Plan (PMP) shall include a discussion of the Contractor's plans for management and administration of all pension plans consistent with the terms of this Contract. The PMP shall be submitted in the iBenefits system, or its successor system no later than January 31 of each applicable year. A full description of the necessary reporting will be provided in the annual management plan data request. Within 60 days after the date of the submission, appropriate Contractor

representatives shall participate in a conference call to discuss the Contractor's PMP submission and any other current plan issues.

(j) Reimbursement of Contractors for Contributions to Defined Benefit Pension Plans

- (1) Contractors that sponsor single employer or multiple employer defined benefit pension plans will be reimbursed for the annual required minimum contributions under the ERISA, as amended by the Pension Protection Act (PPA) of 2006 and any other subsequent amendments. Reimbursement above the annual minimum required contribution will require prior approval of the Contracting Officer. Minimum required contribution amounts will take into consideration all pre-funding balances and funding standard carryover balances. Early in the fiscal year but no later than the end of November, the Contractor requesting above the minimum, may submit/update a business case for funding above the minimum if preliminary approval is needed prior to the Pension Management Plan process. The business case shall include a projection of the annual minimum required contribution and the proposed contribution above the minimum. The submission of the business case will provide the opportunity for the Department to provide preliminary approval, within 30 days after contractor submission, pending receipt of final estimates, generally after January 1st of the calendar year. Final approval of funding will be communicated by the Head of Contracting Activity (HCA) when discount rates are finalized and it is known whether there are any budget issues with the proposed contribution amount.
- (2) Contractors that sponsor multi-employer Defined Benefit (DB) pension plans will be reimbursed for pension contributions in the amounts necessary to ensure that the plans are funded to meet the annual minimum requirement under ERISA, as amended by the PPA. However, reimbursement for pension contributions above the annual minimum contribution required under ERISA, as amended by the PPA, will require prior approval of the Contracting Officer and will be considered on a case-by-case basis. Reimbursement amounts will take into consideration all pre-funding balances and funding standard carryover balances. Early in the fiscal year but no later than the end of November, the Contractor requesting above the minimum may submit/update a business case for funding above the minimum if preliminary approval is needed prior to the Pension Management Plan process. The business case shall include a projection of the annual minimum required contribution and the proposed contribution above the minimum. The submission of the business case will provide the opportunity for the Department to provide preliminary approval, within 30 days after contractor submission, pending receipt of final estimates, generally after January 1st of the calendar year. Final approval of funding will be communicated by the HCA when discount rates are finalized and it is known whether there are any budget issues with the proposed contribution amount.

(k) Reporting Requirements

The following reports shall be submitted to DOE as soon as possible after the last day of the plan year by the contractor responsible for each designated pension plan funded by DOE, but no later than the dates specified below:

- (1) Actuarial Valuation Reports. The annual actuarial valuation report for each DOE-reimbursed pension plan and when a pension plan is commingled, the Contractor shall submit separate reports for DOE's portion and the plan total by the due date for filing IRS Form 5500.
- (2) Forms 5500. Copies of IRS Forms 5500 with Schedules for each DOE-funded pension plan, no later than that submitted to the IRS.
- (3) Forms 5300. Copies of all forms in the 5300 series submitted to the IRS that document the establishment, amendment, termination, spin-off, or merger of a plan submitted to the IRS.

(l) Changes to Pension Plans

At least 60 days prior to the adoption of any changes to a pension plan, the Contractor shall submit the information required below, to the Contracting Officer. The Contracting Officer must approve plan changes that increase costs as part of a determination as to whether the costs are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.

- (1) For proposed changes to pension plans and pension plan funding, the Contractor shall provide the following to the Contracting Officer:
 - (i) A copy of the current plan document (as conformed to show all prior plan amendments), with the proposed new amendment indicated in redline/strikeout;
 - (ii) An analysis of the impact of any proposed changes on actuarial accrued liabilities and costs;
 - (iii) Except in circumstances where the Contracting Officer indicates that it is unnecessary, a legal explanation of the proposed changes from the counsel used by the plan for purposes of compliance with all legal requirements applicable to private sector defined benefit pension plans;
 - (iv) The Summary Plan Description; and
 - (v) Any such additional information as requested by the Contracting Officer.
- (2) Contractors shall submit new benefit plans and changes to plan design or funding methodology with justification to the Contracting Officer for approval, as applicable (see (k)(1) above). The justification must:
 - (i) Demonstrate the effect of the plan changes on the contract net benefit value or percent of payroll benefit costs;
 - (ii) Provide the dollar estimate of savings or costs; and
 - (iii) Provide the basis of determining the estimated savings or cost.

(m) Terminating Operations

When operations at a designated DOE facility are terminated and no further work is to occur under the prime contract, the following apply:

- (1) No further benefits for service shall accrue.
- (2) The Contractor shall provide a determination statement in its settlement proposal, defining and identifying all liabilities and assets attributable to the DOE contract.

- (3) The Contractor shall base its pension liabilities attributable to DOE contract work on the market value of annuities or lump sum payments, or dispose of such liabilities through a competitive purchase of annuities or lump sum payouts.
- (4) Assets shall be determined using the “accrual-basis market value” on the date of termination of operations.
- (5) DOE and the Contractor(s) shall establish an effective date for spin-off or plan termination on the same day as the Contractor notifies the IRS of the spin-off; or
- (6) Plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

(n) Terminating Plans

- (1) DOE Contractors shall not terminate any pension plan (Commingled or Site specific) without requesting Departmental approval at least 60 days prior to the scheduled date of plan termination.
- (2) To the extent possible, the Contractor shall satisfy plan liabilities to plan participants by the purchase of annuities through competitive bidding on the open annuity market or lump sum payouts. The Contractor shall apply the assumptions and procedures of the Pension Benefit Guaranty Corporation.
- (3) Funds to be paid or transferred to any party as a result of settlements relating to pension plan termination or reassignment shall accrue interest from the effective date of termination or reassignment until the date of payment or transfer.
- (4) If ERISA or IRC rules prevent a full transfer of excess DOE reimbursed assets from the terminated plan, the Contractor shall pay any deficiency directly to DOE according to a schedule of payments to be negotiated by the parties.
- (5) On or before the same day as the Contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.
- (6) DOE liability to a Commingled pension plan shall not exceed that portion which corresponds to DOE contract service. The DOE shall have no other liability to the plan, to the plan sponsor, or to the plan participants.
- (7) After all liabilities of the plan are satisfied, the Contractor shall return to DOE an amount equaling the asset reversion from the plan termination and any earnings which accrue on that amount because of a delay in the payment to DOE. Such amount and such earnings shall be subject to DOE audit. To affect the purposes of this paragraph, DOE and the Contractor may stipulate to a schedule of payments.

(o) Special Programs

Contractors must advise DOE and receive prior approval for each early-out program, window benefit, disability program, plan-loan feature, employee contribution refund, asset reversion, or incidental benefit.

(p) Alternate Contractor Human Resource Requirements

- (1) Alternatively, the Contracting Officer may obtain an audit of the Contractor's compensation and benefits system and of its incurred costs from either DCAA or from DOE's independent public accounting firm (under contract with DOE); if the Contracting Officer does, the Contractor will not be required to submit the:

- (i) Compensation Increase Plan; and/or
- (ii) Employee Benefits Cost Study.

(q) Definitions

- (1) Commingled Plans. Cover employees from the Contractor's private operations and its DOE contract work.
- (2) Current Liability. The sum of all plan liabilities to employees and their beneficiaries. Current liability includes only benefits accrued to the date of valuation. This liability is commonly expressed as a present value.
- (3) Defined Benefit Pension Plan. Provides a specific benefit at retirement that is determined pursuant to the formula in the pension plan document.
- (4) Defined Contribution Pension Plan. Provides benefits to each participant based on the amount held in the participant's account. Funds in the account may be comprised of employer contributions, employee contributions, investment returns on behalf of that plan participant and/or other amounts credited to the participant's account.
- (5) Designated Contract. For purposes of this clause, a contract (other than a prime cost reimbursement contract for management and operation of a DOE facility) for which the Head of the Departmental Contracting Activity determines that advance pension understandings are necessary or where there is a continuing Departmental obligation to the pension plan.
- (6) Pension Fund. The portfolio of investments and cash provided by employer and employee contributions and investment returns. A pension fund exists to defray pension plan benefit outlays and (at the option of the plan sponsor) the administrative expenses of the plan.
- (7) Separate Accounting. Account records established and maintained within a Commingled plan for assets and liabilities attributable to DOE contract service.
NOTE: The assets so represented are not for the exclusive benefit of any one group of plan participants.
- (8) Separate Plan. Must satisfy IRC Sec. 414(l) definition of a single plan, designate assets for the exclusive benefit of employees under DOE contract, exist under a separate plan document (having its own Department of Labor plan number) that is distinct from corporate plan documents and identify the Contractor as the plan sponsor.
- (9) Spun-off Plan. A new plan which satisfies IRC Reg. 1.414 (l)-1 requirements for a single plan and which is created by separating assets and liabilities from a larger original plan. The funding level of each individual participant's benefits shall be no less than before the event, when calculated on a "plan termination basis."

H.6 SPECIAL PROVISIONS APPLICABLE TO WORKFORCE TRANSITION AND EMPLOYEE COMPENSATION: PAY AND BENEFITS

- (a) Service Credit. The Contractor shall provide pension and other benefit plans to Incumbent Employees and all other employees hired by the Contractor and service credit for leave as set forth below:
- (1) Service Credit for Leave. For Incumbent Employees hired by the Contractor as set forth in clause H.2, entitled, *Definitions*, the Contractor shall carry over accrued leave balances and the length of service credit from Incumbent Contractors for purposes of determining rates of accruing leave for these employees as required by and consistent with applicable law and applicable collective bargaining agreements(s).
 - (2) Service Credit for Fringe Benefits Other Than Leave. Service credit for all individuals hired by the Contractor shall be applied consistent with any applicable law, and the terms of the applicable benefit plan(s). Service credit for purposes of severance pay is subject to H.5 clause entitled, *DOE-H-2001 Employee Compensation: Pay and Benefits*.
- (b) Allowable Salary for Key Personnel. Within 20 days after the effective date of the Transition Task Order, or as identified by the Contracting Officer, the Contractor shall submit EM Form 3220.5, *Application for Contractor Compensation Approval* to the Contracting Officer for each key personnel position listed in the Contract for a determination of cost allowability for reimbursement under the Contract. To support a reasonableness determination, the Contractor shall also provide compensation market survey data to support/justify the requested salary and any other information as requested by the Contracting Officer.

H.7 WORKFORCE TRANSITION AND BENEFITS TRANSITION: PLANS AND TIMEFRAMES

- (a) Workforce Transition Plan. The Contractor shall submit a Workforce Transition Plan (WF Transition Plan) for Contracting Officer approval, describing in detail the Contractor's plans and procedures as to how the Contractor will comply with the hiring preferences set forth in clause H.4, Workforce Transition and Employee Hiring Preferences Including through Period of Performance, and Section I clause, DEAR 952.226-74, Displaced Employee Hiring Preference. The Workforce Transition Plan shall also detail the Contractor's plan for incorporating, if applicable, multiple unions with separate bargaining agreements. Notwithstanding timeframes identified elsewhere in the Contract, the Contractor shall perform the following activities in the specified timeframes:
- (1) Within 10 days after the effective date of the Transition Task Order, the Contractor shall:
 - (i) Provide the Contracting Officer with a list of Contractor personnel who will be responsible for transitioning the Incumbent Employees Contractor and for development of the transition agreements, including specifically the personnel responsible for ensuring that the Contractor complies with the National Labor

- Relations Act and clause H.9, *DOE-H-2028 Labor Relations*, and contact information for the above personnel.
- (ii) Submit to the Contracting Officer a description of any and all transition agreements that it intends to enter into with the Incumbent Contractor to ensure compliance with clause H.4, Workforce Transition and Employee Hiring Preferences Including through Period of Performance and H.5 *DOE-H-2001 Employee Compensation: Pay and Benefits*, during the Task Order Transition Period;
 - (iii) Establish and submit to the Contracting Officer a draft communication plan detailing the communication the Contractor and its subcontractors will engage in with its prospective employees, and any labor organizations representing those employees, regarding implementation of the requirements set forth in clauses H.4, *Workforce Transition and Employee Hiring Preferences Including through Period of Performance*, and H.5, *DOE-H-2001 Employee Compensation: Pay and Benefits*.
 - (iv) Obtain information from the Incumbent Contractor(s), identifying the Incumbent Employees as defined in Clause H.2, Definitions.
 - (v) Submit to the Contracting Officer a description of the process for regularly obtaining updated information from the Incumbent Contractor regarding the Incumbent Employees throughout the Transition Period.
- (2) Within 15 days after the effective date of the Transition Task Order, the Contractor shall:
- (i) Submit to the Contracting Officer copies of the draft Workforce Transition Plan for the Contractor and its first and second tier subcontractors, including processes and procedures regarding how the Contractor will implement and ensure compliance with the hiring preferences set forth in clause H.4, Workforce Transition and Employee Hiring Preferences Including through Period of Performance, and with the requirements of Clause H.9, *H-2028 Labor Relations*, as applicable.
 - (ii) Establish and provide a copy to the Contracting Officer of its final written communication plan regarding:
 - A. Implementation of the hiring preferences in Clause H.4, Workforce Transition and Employee Hiring Preferences Including through Period of Performance; and
 - B. The communication process among DOE, Site tenants, and, if applicable, labor organizations representing Incumbent Employees.
- (3) Within 30 days after the effective date of the Transition Task Order, the Contractor shall provide to the Contracting Officer a copy of the final Workforce Transition Plan described in paragraph (a) above.
- (4) Within 60 days after the effective date of the Transition Task Order, the Contractor shall provide to the Contracting Officer copies of the final transition agreements described in paragraph (A)(1)(b) above.

- (5) The Contractor shall submit reports to the Contracting Officer regarding the Contractor's and its subcontractors' implementation of the hiring preferences required by clause H.4, *Workforce Transition and Employee Hiring Preferences Including through Period of Performance*, in accordance with the timeframes set forth below. These reports shall include the following information: employee, hire date or anticipated hire dates, and, where applicable, the Incumbent Contractor or subcontractor that employed the employee and the Contractor or subcontractor that hired the employee.
 - (i) During the Transition Period, such reports shall be provided to the Contracting Officer on a weekly basis; or
 - (ii) On a less frequent basis, if requested by the Contracting Officer.
- (6) The Contractor shall implement the transition activities as set forth in the approved transition plan and such other transition activities as may be authorized or directed by the Contracting Officer.

(b) Benefits Transition Plan.

(1) The Contractor shall submit a draft Benefits Transition Plan for Contracting Officer approval, within 20 days after effective date of the Transition Task Order describing in detail the Contractor's plans and procedures as to how the Contractor will comply with Clause H.5, *Employee Compensation: Pay and Benefits*, and this Paragraph (B). The Contractor shall provide a final Benefits Transition Plan to the Contracting Officer within 30 days after effective date of the Transition Task Order. All transitions of the existing pension(s) plans and other existing benefit plans, as well as establishment of any new plans, shall be completed by the end of the Contract Transition Period.

- (1) The Contractor shall perform the following activities involving benefit transition within the timeframes specified below.
 - (A) Within 10 days after effective date of the Transition Task Order, the Contractor shall:
 - (i) Provide the Contracting Officer with a list of Contractor personnel who will be responsible for the transition of existing benefit plans, and, if needed, development of new benefit plans, including specifically the contract information for the personnel responsible for ensuring that the Contractor develops and implements a defined benefit pension plan and a defined contribution pension plan.
 - (ii) Request the Incumbent Contractor(s) to provide information and documents necessary for the Contractor to adhere to the requirements set forth in this Contract pertaining to sponsoring existing benefits plans and the establishment of any new benefits plans, including, if needed, the transfer of assets from the Incumbent Contractor's existing defined pension plan and other benefit plans on or before the end of the Transition Period;
 - (iii) Provide the Contracting Officer estimated costs and detailed breakouts of the costs to accomplish workforce and benefits transition activities within the timeframes specified, including the costs for enrolled actuaries and counsel.

- (B) Within 15 days after the effective date of the Transition Task Order, the Contractor shall provide to the Contracting Officer a list of the information and documents that the Contractor has requested from the Incumbent Contractor pertaining to the existing benefit plans. The Contractor shall notify the Contracting Officer on a timely basis of any issues or problems that it encounters in obtaining information or documents requested from the Incumbent Contractor. Regardless of such notification, the Contractor remains responsible under this Contract for ensuring compliance with the terms of this Contract, including the timeframes set forth in this clause and the requirements in clauses H.5, *DOE-H-2001 Employee Compensation: Pay and Benefits*, and H.6, *Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits*.
- (C) Within 20 days of effective date of the Transition Task Order, the Contractor shall:
- (i) Submit the final draft Benefits Transition Plan;
 - (ii) Submit a detailed description of its plans and processes, including timeframes and specific projected dates for accomplishment of each activity necessary to ensure compliance with the requirements set forth in clauses H.5 *DOE-H-2001 Employee Compensation: Pay and Benefits*, and H.6 *Special Provisions Applicable to Workforce Transition and Employee Compensation*, including requirements pertaining to the transition of existing benefit plans (or plan segments) and, if needed, the establishment of employee benefit plans;
 - (iii) Identify relevant Contractor personnel or other personnel who will administer or assist in administering the benefit plans for the ICP segment of the INL Employee Retirement Plan, including the Contractor's benefit plan administrators and personnel, head of human resources, ERISA counsel, actuaries, and any and all other personnel deemed necessary by the Contractor.
 - (iv) Meet via televideo, teleconference, and/or in person with relevant personnel who administer the benefit plans for the Incumbent Contractor(s), if and when necessary. The meeting shall include the Contractor's benefit plan administrators and personnel, head of human resources, ERISA counsel, actuaries, and any and all other personnel deemed necessary by the Contractor. During such meeting, the Contractor shall discuss all matters necessary to ensure the Contractor adheres to its obligations under clauses H.5 *DOE-H-2001 Employee Compensation: Pay and Benefits* and H.6 *Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits*, including execution of transition agreements with the Incumbent Contractor(s) and other applicable entities. The minutes of the meeting as well as a written description of any substantive issues identified at the meeting shall be submitted to the Contracting Officer within two days after the meeting.
- (D) Within 30 days after effective date of the Transition Task Order, and as part of the Benefits Transition Plan, the Contractor shall provide a written description of how the existing pension and other benefit plans provided to employees pursuant to

Clauses H.5 will be amended or restated on or before the last day of the Contract Transition Period. If the creation of a new benefit plan(s) is necessary in order for the Contractor to adhere to the benefits sponsorship requirements set forth in this Contract, the Contractor shall provide a description of the necessary transactions, including but not limited to how the Contractor proposes to comply with the Contract and applicable law governing such transactions.

- (E) Within 30 days after effective date of the Transition Task Order, the Contractor shall:
- (i) Submit to the Contracting Officer drafts of all amendments to or restatements of the pension and other benefit plans presently sponsored by the Incumbent Contractor(s), including but not limited to amendments effectuating the change in sponsorship/participating employer in the Incumbent Contractor's segment of the Employee Retirement Plan. If applicable, the Contractor shall also submit all draft restated benefit plans and draft Summary Plan Descriptions (SPDs) for pension and other benefit plans sponsored by the Incumbent Contractor(s). Any and all such amendments shall comply with applicable law governing such transactions and changes in sponsorship of the plans.
 - (ii) Submit to the Contracting Officer drafts of any new benefit plan(s) as well as draft SPDs that the Contractor proposes to sponsor.
 - (iii) Provide draft copies of the transition agreements, which the Contractor will enter into with the Incumbent Contractor(s), to ensure the Contractor's compliance with the pay and benefits requirements set forth in Clause H.5, *Employee Compensation: Pay and Benefits*.
- (F) No later than 45 days after the effective date of the Transition Task Order and prior to the adoption of the documents identified in Paragraphs (b)(1)(E)(ii) and (iii) above, the Contractor shall submit to the Contracting Officer the proposed final versions of these documents for approval.
- (G) No later than the end of the Contract Transition Period, the Contractor shall submit copies of the executed transition agreements as required in subparagraphs (a)(1)(A), (a)(4), and (b)(1)(E)(iii) to the Contracting Officer.
- (H) The Contractor shall respond to any comments provided by the Contracting Officer under any of the above paragraphs within two days of receipt of the comments.
- (2) After the Contract Transition Period and throughout the contract ordering period and subsequent Task Order(s) period of performance extending beyond the contract ordering period, the Contractor shall provide the following information promptly to the Contracting Officer upon the request of the Contracting Officer:
- (A) Documents relating to benefit plans offered to Contractor employees, including but not limited to SPDs, all Plan documents, applicable amendments, employee handbooks that summarize benefits provided to employees, and other documents that describe benefits provided to employees of the Contractor who perform work on this Contract, and

- (B) Any and all other documents pertaining to implementation of and compliance with implementation of the compensation and benefit programs identified in clause H.5 *DOE-H-2001 Employee Compensation: Pay and Benefits*; and
- (C) Additionally, the Contractor shall provide timely data responses to Departmental annual and ad hoc pension and PRB data requests. Such data responses shall be provided within the timeframe established by the Contracting Officer for each response and, if no timeframe is specified, the Contractor shall provide the data response within one calendar day.

H.8 DOE-H-2004 POST CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT PLANS (OCT 2014)

- (a) If DOE has awarded a new contract under which a new contractor becomes a sponsor and assumes responsibility for management and administration of the pension or other benefit plans identified in (h)(1) of H Clause entitled, *DOE-H-2001 Employee Compensation: Pay and Benefits (Oct 2014)*, the Contractor shall cooperate and transfer to the new contractor its responsibility for sponsorship, management and administration of the Plans consistent with direction from the Contracting Officer. If a Commingled plan is involved, the Contractor shall:
 - (1) Spinoff the DOE portion of any Commingled Plan used to cover employees working at the DOE facilities into a separate plan. The new plan will normally provide benefits similar to those provided by the commingled plan and shall carry with it the DOE assets on an accrual basis market value, including DOE assets that have accrued in excess of DOE liabilities; and
 - (2) Bargain in good faith with DOE or the successor contractor to determine the assumptions and methods for establishing the liabilities involved in a spinoff. DOE and the contractor(s) shall establish an effective date of spinoff. On or before the same day as the contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.
- (b) If this Contract or any applicable Task Order expires or terminates, and DOE has not awarded a contract to a new contractor under which the new contractor becomes a sponsor and assumes responsibility for management and administration of the Plans, or if the Contracting Officer determines that the scope of work under the Contract or any applicable Task Order has been completed (any one such event may be deemed by the Contracting Officer to be "Contract Completion" for purposes of this clause), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this Contract or applicable Task Order, the following actions shall occur regarding the Contractor's obligations regarding the Plans at the time of Contract/Task Order Completion:
 - (1) Subject to subparagraph (2) below, and notwithstanding any legal obligations independent of the Contract the Contractor may have regarding responsibilities for

sponsorship, management, and administration of the Plans, the Contractor shall remain the sponsor of the Plans, in accordance with applicable legal requirements.

- (2) The parties shall exercise their best efforts to reach agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans for which DOE reimburses costs, prior to or at the time of Contract Completion. However, if the parties have not reached agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of Contract/Task Order Completion, unless and until such agreement is reached, the Contractor shall comply with written direction from the Contracting Officer regarding the Contractor's responsibilities for continued provision of pension and welfare benefits under the Plans, including but not limited to continued sponsorship of the Plans, in accordance with applicable legal requirements. To the extent that the Contractor incurs costs in implementing direction from the Contracting Officer, the Contractor's costs will be reimbursed pursuant to applicable Contract provisions.

H.9 DOE-H-2028 LABOR RELATIONS (REVISED)

- (a) The Contractor shall respect the right of employees to organize, form, join, or assist labor organizations; to bargain collectively through their chosen labor representatives; to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; and to refrain from any or all of these activities, consistent with applicable laws.
- (b) Consistent with applicable labor laws and regulations, for work currently performed by workers represented by the United Steelworkers Local 652 (USW), the Operating Engineers Local 370 (OEs) and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers Local 983 (Teamsters) on the effective date of this Contract, the Contractor agrees to initially consult with the union regarding the initial terms and conditions of employment and to recognize the union as the collective bargaining representative for individuals performing work that has historically and traditionally been performed by members of these unions and is covered in the scope of this contract, and to bargain in good faith to a collective bargaining agreement that gives due consideration to applicable terms and conditions of the existing collective bargaining agreement(s) for work at the Idaho Cleanup Project..
- (c) The Contractor shall submit its economic bargaining parameters 90 days prior to expiration of the Collective Bargaining Agreement to, and obtain the approval of, the Contracting Officer regarding allowability of the costs, and compliance with the terms and conditions of the Contract, including those for pension and medical benefit costs, prior to the Contractor entering into the collective bargaining process. During the collective bargaining negotiations, the Contractor shall notify, and obtain the approval of, the Contracting Officer before submitting or agreeing to any collective bargaining proposal that increases or may increase allowable costs above those previously approved in the economic bargaining parameters, or that could involve changes in any pension or other benefit plans, and such other items of special interest to DOE as are identified by the Contracting Officer. The approval of the economic bargaining parameters by the Contracting Officer under this paragraph does not waive any other terms and conditions of the Contract.

- (d) The Contractor will seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR Subpart 22.1, DEAR Subpart 970.2201-1, and all applicable Federal and state labor relations laws.
- (e) The Contractor shall use its best efforts to ensure that collective bargaining agreements negotiated under this Contract or specific Task Order contain provisions designed to assure no disruption in services during the performance of the Contract or specific Task Order. All such collective bargaining agreements entered into during the Contract Ordering Period/Task Order period of performance should, to the extent that the parties to those collective bargaining agreements agree, provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout or other disruption in services. For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties agree upon some other method of assuring no disruption in services. The Contractor shall include the substance of this subparagraph (e) in any subcontracts.
- (f) In addition to FAR 52.222-1, Notice to the Government of Labor Disputes, and other requirements in the contract, the Contractor shall immediately notify the Contracting Officer or designee of all labor relations issues and matters of interest, including, but not limited to, organizing initiatives, unfair labor practice charges or complaints, work stoppages, picketing, labor arbitrations, National Labor Relations Board charges, legal or judicial proceedings, and settlement agreements and will furnish such additional information as may be required from time to time by the Contracting Officer.
- (g) The Contractor shall immediately notify the Contracting Officer or designee of any planned or actual strike or work stoppage involving its employees or employees of a subcontractor.
- (h) The Contractor shall provide the Contracting Officer or designee a copy of all arbitration decisions issued by an arbitrator within one week of receipt of the decision.
- (i) The Contractor shall provide the Contracting Officer or designee with a "Report of Settlement" after ratification of a collective bargaining agreement by accessing and inputting the information into the Labor Relations module (GCLR) of DOE's iBenefits reporting system, or its successor system, during the next open quarter. Such information shall include negotiated wages, pension, medical and other benefits costs, and a copy of the collective bargaining agreement and any subsequent modifications
- (j) The Contractor shall provide to the Contracting Officer or designee a semi-annual report on grievances for which further judicial or administrative proceedings are anticipated, and all final step grievances. Within one day of receipt, the Contractor shall immediately provide information on all arbitration requests. The reports are due June 30 and December 31, of each year, and should include the following information:
 - (1) List of all final step grievances filed during the previous six-month period and grievances for which further judicial or administrative proceedings are anticipated, together with the dates filed;
 - (2) A brief description of issues regarding each grievance;

- (3) If settled, the date of settlement, and terms of the settlement. If a denial is made at the final step and the period for requesting arbitration passes, report the matter as closed; and
 - (4) If not settled during the six-month reporting period, carry the item over to the subsequent six-month reporting periods until settlement, request for arbitration, closure, or other proceeding occurs.
- (k) INL Site Construction Jurisdiction Procedural Agreement (SJPA) and the INL Site Stabilization Agreement (SSA).

The Contractor and its subcontractors at all tiers performing work covered by the Wage Rate Requirements (Construction) (formerly known as the Davis-Bacon Act) shall become signatory to the INL SJPA and INL SSA. The Contractor employees and subcontractor employees performing such work shall receive pay and benefits consistent with the SSA unless otherwise negotiated between the Contractor and the Idaho Building and Construction Trades Council. Copies of the SSA and SJA are available at <https://sitelaborcoordinator.com/documents/>. The SJPA and the SSA apply to construction performed under the contract consistent with the terms of the SJPA and the SSA.

H.10 WORKFORCE RESTRUCTURING

- (a) The Contractor shall regularly analyze workforce requirements and will develop appropriate workforce restructuring strategies to ensure continued availability of the critical workforce knowledge, skills, and abilities necessary for performance under this Contract.
- (b) When the Contractor determines that a change in the workforce is necessary, the Contractor shall accomplish the workforce restructuring in a manner consistent with the DOE-Idaho General Workforce Restructuring Plan in effect. The General Plan lays out how contractor workforce restructuring will be conducted at the Site in a manner that is consistent with DOE policy.

The Contractor is only required to provide advance notification per item (4) below to the CO of Self-Select Voluntary Separation Programs (SSVSP) if consistent with the following parameters:

- 1) in accordance with approved laboratory and Contractor policies and contract requirements;
- 2) no enhanced benefits (severance or pension);
- 3) no backfilling or re-employment of employees for a one-year period after severance is paid;
- 4) business case submitted five (5) business days in advance of notification date that includes maximum number of voluntary separations, maximum dollars, positions/skills impacted; reasons separations are needed, including how conducting a SSVSP will better position the contractor to conduct the mission work; copies of the self-select application and any employee waivers or releases of claims, and a communication plan; and

- 5) voluntary separations offered to employees in a non-discriminatory and legally compliant manner. There is no backfilling where a separating employee is replaced by an internal candidate so long as:
- (A) The separating employee is leaving voluntarily;
 - (B) The internal replacement is a regular, permanent employee on the Contractor's payroll, not a temporary hire, staff augmentee, or someone serving under a post-doctoral program, or other short term program;
 - (C) The replacement results in a net reduction in headcount and costs of regular employees; and
 - (D) The replacement is accomplished in an otherwise legally compliant manner, including no unlawful intent to discriminate based upon age.
- (c) The Contractor shall ensure it does not hire or rehire individuals who volunteered for termination during a Self-Select Voluntary Separation Program, at any DOE or NNSA site, during the one-year period following the separation. If an employee is hired or rehired prior to the one-year period, the employee may be required to pay back, to the contractor who provided the severance payment, all or a pro-rata amount of the severance received under the Voluntary Separation Program.
- (d) The Contractor must prepare and submit to the Contracting Officer a specific workforce restructuring plan (Specific Plan), as described below in paragraph (e), if the Contractor intends to reduce its workforce by 100 or more employees through an involuntary separation action within a rolling 12-month period.
- (e) The Contractor's Specific Plan shall lay out how the Contractor will conduct its workforce restructuring action at the site. The Contractor's Specific Plan for reducing 100 or more employees through an involuntary separation action shall be submitted to the Contracting Officer for approval at least 60 days in advance of the first communication planned to be given to the employees and public. Any other Specific Plans must be submitted 30 business days in advance of the first communication planned to be given to the employees and public. The templates for contractor Involuntary Separation Plan, as well as the General Release and Waiver Forms, are available online at:
<http://www.energy.gov/gc/services/technology-transfer-and-procurement/office-assistant-general-counsel-labor-and-pension>.
- (f) Pay-in-lieu of notice beyond two workweeks requires written advance Contracting Officer approval. The Contractor shall submit the request to the Contracting Officer as part of the Workforce Restructuring package submitted for approval in (e) above, and include the number of days of pay-in-lieu of notice requested, above two work-weeks, a detailed business justification, and the associated costs.
- (g) The Contractor is encouraged to consider the use of employee waivers and releases. DOE has developed a model waiver and release of claims. The forms are available online at the website set forth in (e) above. Any deviation from the models must be approved by the Contracting Officer.
- (h) The Contractor must perform an adverse impact analysis (also known as a diversity analysis) as part of its determination to undertake involuntary separation action(s). A copy of the diversity analysis for involuntary separation action(s) affecting 100 or more

contractor employees within a rolling 12-month period shall be submitted to the Contracting Officer and DOE or NNSA site counsel, as applicable, prior to notification of employees selected for involuntary separation.

- (i) The Contracting Officer will review and approve any Specific Plan or diversity analysis submitted for review affecting the reduction of 100 or more employees through an involuntary separation action within 10 business days after submission of a complete package by the Contractor unless the Contractor is notified of issues necessitating an extension of time. Should DOE request additional information from the Contractor regarding any Specific Plan or diversity analysis, the Contractor will respond to such request within 3 business days.
- (j) The Contractor is responsible and accountable for conducting and defending all voluntary and involuntary separation actions in compliance with applicable laws, regulations, and the contract terms and conditions.
- (k) Questions of cost allowability related to: a) any Self Select Voluntary Separation Programs (SSVSP) for which the Contractor provides only notification, or b) any involuntary separation program(s) conducted without Contracting Officer approval will be resolved consistently with applicable laws and regulations and with the terms and conditions of this contract, including, but not limited to, DEAR at 48 C.F.R. 952.231-71(f).

H.11 LABOR STANDARDS

- (a) The Contracting Officer will determine the appropriate labor standards that apply to specific work activities in accordance with the Construction Wage Rate Requirements statute (formerly known as the Davis-Bacon Act), the Service Contract Labor Standards statute (formerly known as the Service Contract Act of 1965 [SCA]), or other applicable Federal labor standards law. Prior to the start of any proposed work activities, the Contractor shall request a labor standards determination from the Contracting Officer for specific work activities by submitting proposed work packages that describe the specific activities to be performed for particular work and other information as necessary for DOE to make a determination regarding the appropriate labor standard(s) for the work or aspects of the work. Once a determination is made and provided to the Contractor, the Contractor shall comply with the determination and shall ensure that appropriate labor standards clauses and requirements are flowed down to and incorporated into any applicable subcontracts.
- (b) The Contractor shall comply, and shall be responsible for compliance by any subcontractor, with the Construction Wage Rate Requirements, Service Contract Labor Standards, or other applicable labor standards law. The Contractor shall conduct such payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and as requested or directed by the DOE. When performing work subject to the Wage Rate Requirements (Construction), the Contractor shall maintain payroll records for a period of three years, from completion of the Contract, or applicable Task Order, for laborers and mechanics performing the work. In accordance with FAR 52.222-41(g) and FAR 52.222-6(b)(4), the Contractor and its subcontractors shall post in a prominent job-site location, the wage determination and, as

applicable, Department of Labor Publications WHD-1321, *Employee Rights under the Davis-Bacon Act*, and/or WH-1313, *Employee Rights on Government Contracts*.

- (c) For subcontracts determined to be subject to the Service Contract Labor Standards (SCLS), the Contractor will prepare Standard Form 98 (e98), *Notice of Intention to Make a Service Contract and Response Notice*. This form is available on the Department of Labor website at: <http://www.dol.gov/whd/govcontracts/sca/sf98/index.asp>. The form shall be submitted to the Contracting Officer.
- (d) In addition to any other requirements in the Contract, the Contractor shall as soon as possible notify the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from contractor or subcontractor employees; significant labor standards violations, as defined in 29 Code Of Federal Regulations (CFR) 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-41(t); disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract/Task Order or a subcontract. The Contractor shall furnish such additional information as may be required from time to time by the CO.
- (e) The Contractor shall prepare and submit to the Contracting Officer the *Semi-Annual Davis-Bacon Enforcement Report*, by April 21 and October 21 of each year. Form submittal will be administered through the DOE iBenefits system or its successor system.

H.12 DOE-H-2003 WORKER'S COMPENSATION INSURANCE (OCT 2014)

- (a) Contractors, other than those whose workers' compensation coverage is provided through a state funded arrangement or a corporate benefits program, shall submit to the Contracting Officer for approval all new compensation policies and all initial proposals for self-insurance (contractors shall provide copies to the Contracting Officer of all renewal policies for workers compensation).
- (b) Workers compensation loss income benefit payments, when supplemented by other programs (such as salary continuation, short-term disability) are to be administered so that total benefit payments from all sources shall not exceed 100 percent of the employee's net pay.
- (c) Contractors approve all workers compensation settlement claims up to the threshold established by the Contracting Officer for DOE approval and submit all settlement claims above the threshold to DOE for approval.
- (d) The Contractor shall obtain approval from the Contracting Officer before making any significant change to its workers compensation coverage and shall furnish reports as may be required from time to time by the Contracting Officer.

H.13 DOE-H-2073 RISK MANAGEMENT AND INSURANCE PROGRAMS (DEC 2014) (REVISED)

Contractor officials shall ensure that the requirements set forth below are applied in the establishment and administration of DOE-funded prime cost reimbursement contracts for management and operation of DOE facilities and other designated long-lived onsite contracts for which the contractor has established separate operating business units.

(a) Basic Requirements

- (1) Maintain commercial insurance or a self-insured program, (i.e., any insurance policy or coverage that protects the Contractor from the risk of legal liability for adverse actions associated with its operation, including malpractice, injury, or negligence) as required by the terms of the Contract. Types of insurance include automobile, general liability, and other third-party liability insurance. Other forms of coverage must be justified as necessary in the operation of the Department facility and/or the performance of the Contract, and approved by the DOE.
- (2) Contractors shall not purchase insurance to cover public liability for nuclear incidents without DOE authorization (see DEAR 950.70 entitled, *Nuclear Indemnification of DOE Contractors*).
- (3) Demonstrate that insurance programs and costs comply with the cost limitations and exclusions at FAR 28.307 entitled, *Insurance Under Cost Reimbursement Contracts*, FAR 31.205-19 entitled, *Insurance and Indemnification*, and DEAR 952.231-71 entitled, *Insurance - Litigation and Claims*.
- (4) Demonstrate that the insurance program is being conducted in the Government's best interest and at a reasonable cost.
- (5) The Contractor shall submit copies of all insurance policies or insurance arrangements to the Contracting Officer no later than 30 days after the purchase date.
- (6) When purchasing commercial insurance, the Contractor shall use a competitive process to ensure costs are reasonable.
- (7) Ensure self-insurance programs include the following elements:
 - (i) Compliance with criteria set forth in FAR 28.308 entitled, *Self-Insurance*. Approval of self-insurance is predicated upon submission of verifiable proof that the self-insurance charge does not exceed the cost of purchased insurance. This includes hybrid plans (i.e., commercially purchased insurance with self-insured retention [SIR], such as large deductible, matching deductible, retrospective rating cash flow plans, and other plans where insurance reserves are under the control of the insured). The self-insured retention SIR components of such plans are self-insurance, and are subject to the approval and submission requirements of FAR 28.308, as applicable.
 - (ii) Demonstration of full compliance with applicable state and federal regulations and related professional administration necessary for participation in alternative insurance programs.
 - (iii) Safeguards to ensure third party claims and claims settlements are processed in accordance with approved procedures.
 - (iv) Accounting of self-insurance charges.

- (v) Accrual of self-insurance reserve. The Contracting Officer's approval is required and predicated upon the following:
 - (A) The claims reserve shall be held in a special fund or interest bearing account.
 - (B) Submission of a formal written statement to the Contracting Officer stating that use of the reserve is exclusively for the payment of insurance claims and losses, and that DOE shall receive its equitable share of any excess funds or reserve.
 - (C) Annual accounting and justification as to the reasonableness of the claims reserve submitted for Contracting Officer review.
 - (D) Claim reserves, not payable within the year the loss occurred, are discounted to present value based on the prevailing Treasury rate.
 - (8) Separately identify and account for interest cost on a Letter of Credit used to guarantee self insurance retention, as an unallowable cost and omitted from charges to the DOE Contract.
 - (9) Comply with the Contracting Officer's written direction for ensuring the continuation of insurance coverage and settlement of incurred and/or open claims and payments of premiums owed or owing to the insurer for prior DOE contractors.
- (b) Plan Experience Reporting. The Contractor shall:
- (1) Provide the Contracting Officer with annual experience reports for each type of insurance (e.g., automobile and general liability), listing the following for each category:
 - (i) The amount paid for each claim.
 - (ii) The amount reserved for each claim.
 - (iii) The direct expenses related to each claim.
 - (iv) A summary for the year showing total number of claims.
 - (v) A total amount for claims paid.
 - (vi) A total amount reserved for claims.
 - (vii) The total amount of direct expenses.
 - (2) Provide the Contracting Officer with an annual report of insurance costs and/or self-insurance charges. When applicable, separately identify total policy expenses (e.g., commissions, premiums, and costs for claims servicing) and major claims during the year, including those expected to become major claims (e.g., those claims valued at \$100,000 or greater).
 - (3) Provide additional claim financial experience data, as may be requested, on a case-by-case basis.
- (c) Terminating Operations. The Contractor shall:
- (1) Ensure protection of the Government's interest through proper recording of cancellation credits due to policy terminations and/or experience rating.
 - (2) Identify and provide continuing insurance policy administration and management requirements to a successor, other DOE contractor, or as specified by the Contracting Officer.
 - (3) Reach agreement with DOE on the handling and settlement of claims incurred but not reported at the time of contract termination; otherwise, the Contractor shall retain this liability.

- (d) Successor Contractor or Insurance Policy Cancellation. The Contractor shall:
- (1) Obtain the written approval of the Contracting Officer for any change in program direction; and
 - (2) Ensure insurance coverage replacement is maintained as required and/or approved by the Contracting Officer.

H.14 OVERTIME CONTROL REPORTING

The Contractor shall submit a Summary Overtime Justification Report of the overtime hours worked to the CO six (6) months after Task Order execution start and annually thereafter, no later than November 30 of each year. Summary Overtime Justification Reports shall be reported, at a minimum, by Common Occupational Classification System sub-codes, differentiate between premium and non-premium overtime, and provide sufficient detail to demonstrate all three (3) of the following:

- (1) Compliance with provisions set forth in FAR 52.222-2;
- (2) All other alternatives to overtime were evaluated prior to working overtime and found inadequate or not feasible; and
- (3) Overtime hours worked were in the best interest of the Government.

Summary Overtime Justification Reports will be used to assist the CO in determining reasonableness and cost allowability. Overtime premium authorized per FAR 52.222-2 will not be considered a CO determination of overtime reasonableness or cost allowability.

BUSINESS SYSTEM CLAUSES

H.15 DOE-H-2022 CONTRACTOR BUSINESS SYSTEMS (OCT 2014)

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

“Acceptable contractor business systems” means contractor business systems that comply with the terms and conditions of the applicable business system clauses listed in the definition of “contractor business systems” in this clause.

Contractor business systems means:

- (1) “Accounting system”, if this contract includes the Section H clause entitled, *Accounting System Administration*;
- (2) “Earned value management system”, if this contract includes the Section H clause entitled, *Earned Value Management System*;
- (3) Estimating system, if this contract includes the Section H clause entitled, *Cost Estimating System Requirements*;
- (4) “Property management system”, if this contract includes the Section H clause entitled, *Contractor Property Management System Administration*; and
- (5) “Purchasing system”, if this contract includes the Section H clause entitled, *Contractor Purchasing System Administration*.

Significant deficiency, in the case of a Contractor business system, means a shortcoming in the system that materially affects the ability of officials of the Department of Energy to rely upon information produced by the system that is needed for management purposes.

- (b) General. The Contractor shall establish and maintain acceptable business systems in accordance with the terms and conditions of this Contract. If the Contractor plans to adopt any existing business system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system requirements and criteria required in that specific business system clause.
- (c) Significant deficiencies.
 - (1) The Contractor shall respond, in writing, within 30 days to an initial determination that there are one or more significant deficiencies in one or more of the Contractor's business systems.
 - (2) The CO will evaluate the Contractor's response and notify the Contractor, in writing, of the final determination as to whether the Contractor's business system contains significant deficiencies. If the CO determines that the Contractor's business system contains significant deficiencies, the final determination will include a notice to withhold payments.
- (d) Withholding payments.
 - (1) If the CO issues the final determination with a notice to withhold payments for significant deficiencies in a Contractor business system required under this contract, the CO will direct the Contractor, in writing, to withhold five (5) percent from its invoices until the CO has determined that the Contractor has corrected all significant deficiencies as directed by the CO's final determination. The Contractor shall, within 45 days of receipt of the notice, either:
 - (i) Correct the deficiencies; or
 - (ii) Submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies. The plan shall contain:
 - (A) Root cause(s) identification of the problem(s);
 - (B) The proposed corrective action(s) to address the root cause(s);
 - (C) A schedule for implementation; and
 - (D) The name of the person responsible for the implementation.
 - (2) If the Contractor submits an acceptable corrective action plan within 45 days of receipt of a notice of the CO's intent to withhold payments, and the CO, in consultation with the auditor or functional specialist, determines that the Contractor is effectively implementing such plan, the CO will direct the Contractor, in writing, to reduce the percentage withheld on invoices to two (2) percent until the CO determines the Contractor has corrected all significant deficiencies as directed by the CO's final determination. However, if at any time, the CO determines that the Contractor has failed to follow the accepted corrective action plan, the CO will increase withholding and direct the Contractor, in writing, to increase the percentage withheld on invoices to the percentage initially withheld, until the CO determines that the Contractor has corrected all significant deficiencies as directed by the CO's final determination.

- (3) Payment withhold percentage limits.
 - (i) The total percentage of payments withheld on amounts due on this Contract shall not exceed:
 - (A) Five (5) percent for one or more significant deficiencies in any single contractor business system; and
 - (B) Ten (10) percent for significant deficiencies in multiple contractor business systems.
 - (ii) If this Contract contains pre-existing withholds, and the application of any subsequent payment withholds will cause withholding under this clause to exceed the payment withhold percentage limits in paragraph (d)(3)(i) of this clause, the CO will reduce the payment withhold percentage in the final determination to an amount that will not exceed the payment withhold percentage limits.
 - (4) For the purpose of this clause, payment means invoicing for any of the following payments authorized under this contract:
 - (i) Interim payments under:
 - (A) Cost-reimbursement contracts;
 - (B) Incentive type contracts;
 - (C) Time-and-materials contracts; or
 - (D) Labor-hour contracts.
 - (ii) Progress payments to include fixed-price contracts.
 - (5) Performance-based payments to include fixed-price contracts. Payment withholding shall not apply to payments on fixed-price line items where performance is complete and the items were accepted by the Government.
 - (6) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights or remedies the Government has under this Contract.
 - (7) Notwithstanding the provisions of any clause in this Contract providing for interim, partial, or other payment withholding on any basis, the CO may withhold payment in accordance with the provisions of this clause.
 - (8) The payment withholding authorized in this clause is not subject to the interest-penalty provisions of the Prompt Payment Act.
- (e) Correction of deficiencies.
- (1) The Contractor shall notify the CO, in writing, when the Contractor has corrected the business system's deficiencies.
 - (2) Once the Contractor has notified the CO that all deficiencies have been corrected, the CO will take one of the following actions:
 - (i) If the CO determines that the Contractor has corrected all significant deficiencies as directed by the CO's final determination, the CO will direct the Contractor, in writing, to discontinue the payment withholding from invoices under this Contract associated with the CO's final determination, and authorize the Contractor to bill for any monies previously withheld that are not also being withheld due to other significant deficiencies. Any payment withholding under this Contract due to other significant deficiencies, will remain in effect until the CO determines that those significant deficiencies are corrected.

- (ii) If the CO determines that the Contractor still has significant deficiencies, the Contractor shall continue withholding amounts from its invoices in accordance with paragraph (d) of this clause, and not invoice for any monies previously withheld.
- (iii) If the CO determines, based on the evidence submitted by the Contractor, that there is a reasonable expectation that the corrective actions have been implemented and are expected to correct the significant deficiencies, the CO will discontinue withholding payments, and release any payments previously withheld directly related to the significant deficiencies identified in the Contractor notification, and direct the Contractor, in writing, to discontinue the payment withholding from invoices associated with the CO's final determination, and authorize the Contractor to bill for any monies previously withheld.
- (iv) If, within 90 days of receipt of the Contractor notification that the Contractor has corrected the significant deficiencies, the CO has not made a determination in accordance with paragraphs (e)(2)(i), (ii), or (iii) of this clause, the CO will direct the Contractor, in writing, to reduce the payment withholding from invoices directly related to the significant deficiencies identified in the Contractor notification by a specified percentage that is at least 50 percent, but not authorize the Contractor to bill for any monies previously withheld until the CO makes a determination in accordance with paragraphs (e)(2)(i), (ii), or (iii) of this clause.

At any time after the CO directs the Contractor to reduce or discontinue the payment withholding from invoices under this Contract, if the CO determines that the Contractor has failed to correct the significant deficiencies identified in the Contractor's notification, the CO will reinstate or increase withholding and direct the Contractor, in writing, to reinstate or increase the percentage withheld on invoices to the percentage initially withheld, until the CO determines that the Contractor has corrected all significant deficiencies as directed by the CO final determination.

H.16 DOE-H-2023 COST ESTIMATING SYSTEM REQUIREMENTS (OCT 2014) (REVISED)

(a) Definitions.

Acceptable estimating system means an estimating system that complies with the system criteria in paragraph (d) of this clause, and provides for a system that:

- (1) Is maintained, reliable, and consistently applied;
- (2) Produces verifiable, supportable, documented, and timely cost estimates that are an acceptable basis for negotiation of fair and reasonable prices;
- (3) Is consistent with and integrated with the Contractor's related management systems;
and
- (4) Is subject to applicable financial control systems.

Estimating system means the Contractor's policies, procedures, and practices for budgeting and planning controls, and generating estimates of costs and other data included in proposals

submitted to customers in the expectation of receiving contract awards or contract modifications. Estimating system includes the Contractor's:

- (1) Organizational structure;
- (2) Established lines of authority, duties, and responsibilities;
- (3) Internal controls and managerial reviews;
- (4) Flow of work, coordination, and communication; and
- (5) Budgeting, planning, estimating methods, techniques, accumulation of historical costs, and other analyses used to generate cost estimates.

Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the DOE to rely upon information produced by the system that is needed for management purposes.

- (b) General. The Contractor shall establish, maintain, and comply with an acceptable estimating system.
- (c) Applicability. Paragraphs (d) and (e) of this clause apply if the Contractor is a large business to include a Contractor teaming arrangement, as defined at 48 CFR 9.601(1), performing a Contract in support of a Capital Asset Project (other than a management and operating contract as described at 48 CFR 917.6), as prescribed in DOE Order (DOE O) 413.3B or current version; or a non-capital asset project and either:
 - (1) The total prime contract value exceeds \$50 million, including options; or
 - (2) The Contractor was notified, in writing, by the CO that paragraphs (d) and (e) of this clause apply.
- (d) System requirements.
 - (1) The Contractor shall disclose its estimating system to the CO, in writing. If the Contractor wishes the Government to protect the information as privileged or confidential, the Contractor must mark the documents with the appropriate legends before submission. If the Contractor plans to adopt the existing system from the previous contractor, the Contractor is responsible for the system and shall comply with the system requirements required in this clause.
 - (2) An estimating system disclosure is acceptable when the Contractor has provided the CO with documentation no later than 60 days after the effective date of the Transition Task Order that:
 - (i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in preparing cost proposals; and
 - (ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the acceptability of the Contractor's estimating practices.
 - (3) The Contractor shall:
 - (i) Comply with its disclosed estimating system; and
 - (ii) Disclose significant changes to the cost estimating system to the CO on a timely basis.

- (4) The Contractor's estimating system shall provide for the use of appropriate source data, utilize sound estimating techniques and good judgment, maintain a consistent approach, and adhere to established policies and procedures. An acceptable estimating system shall accomplish the following functions:
- (i) Establish clear responsibility for preparation, review, and approval of cost estimates and budgets.
 - (ii) Provide a written description of the organization and duties of the personnel responsible for preparing, reviewing, and approving cost estimates and budgets.
 - (iii) Ensure that relevant personnel have sufficient training, experience, and guidance to perform estimating and budgeting tasks in accordance with the Contractor's established procedures.
 - (iv) Identify and document the sources of data and the estimating methods and rationale used in developing cost estimates and budgets.
 - (v) Provide for adequate supervision throughout the estimating and budgeting process.
 - (vi) Provide for consistent application of estimating and budgeting techniques.
 - (vii) Provide for detection and timely correction of errors.
 - (viii) Protect against cost duplication and omissions.
 - (ix) Provide for the use of historical experience, including historical vendor pricing information, where appropriate.
 - (x) Require use of appropriate analytical methods.
 - (xi) Integrate information available from other management systems.
 - (xii) Require management review, including verification of compliance with the company's estimating and budgeting policies, procedures, and practices.
 - (xiii) Provide for internal review of, and accountability for, the acceptability of the estimating system, including the budgetary data supporting indirect cost estimates and comparisons of projected results to actual results, and an analysis of any differences.
 - (xiv) Provide procedures to update cost estimates and notify the CO in a timely manner.
 - (xv) Provide procedures that ensure subcontract prices are reasonable based on a documented review and analysis provided with the prime proposal, when practicable.
 - (xvi) Provide estimating and budgeting practices that consistently generate sound proposals that are compliant with the provisions of the solicitation and are adequate to serve as a basis to reach a fair and reasonable price.
 - (xvii) Have an adequate system description, including policies, procedures, and estimating and budgeting practices, that comply with the Federal Acquisition Regulation (48 CFR chapter 1) and DEAR (48 CFR chapter 9).

(e) Significant deficiencies.

- (1) The CO will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
- (2) The Contractor shall respond within 30 days to a written initial determination from the CO that identifies significant deficiencies in the Contractor's estimating system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor did not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.
- (3) The CO will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the CO's final determination concerning:
 - (i) Remaining significant deficiencies;
 - (ii) The adequacy of any proposed or completed corrective action; and
 - (iii) System disapproval, if the CO determines that one or more significant deficiencies remain.

(f) If the Contractor receives the CO's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(g) Withholding payments. If the CO makes a final determination to disapprove the Contractor's estimating system, and the contract includes the Section H clause entitled, *Contractor Business Systems*, the CO will withhold payments in accordance with that clause.

H.17 DOE-H-2024 EARNED VALUE MANAGEMENT SYSTEM (MAR 2019) (REVISED)

Definitions. As used in this clause:

"Acceptable Earned Value Management System" means an EVMS that complies with system criteria set forth in paragraph (a) this clause.

"Contract Funds Status Report" (CFSR) includes data to support forecasting, planning and decision making. DOE's CFSR Data Item Description (DID) is to be used for the CFSR.

"Earned Value Management System" (EVMS) means an integrated set of policies, procedures and practices to objectively track performance on a project or program.

"Integrated Master Plan" (IMP) means an event-based plan consisting of a hierarchy of program events, each supported by specific accomplishments, and each accomplishment associated with specific criteria to be satisfied for its completion.

“Integrated Master Schedule” (IMS) means a networked, multi-layered list of tasks required to complete the work captured in a related IMP. The IMS should include all IMP events and accomplishments and support each accomplishment closure criteria. The IMS should contain a critical path and be resource-loaded with labor, material and equipment costs to include unit prices and quantities.

“Integrated Performance Management Report” (IPMR) includes data submitted monthly by the contractor from its EVMS. DOE’s IPMR DID is to be used for the IPMR.

“Over Target Baseline” (OTB) means an overrun to the Contract Budget Base (CBB), which is formally incorporated into the Performance Measurement Baseline (PMB) for management purposes.

“Over Target Schedule” (OTS) means the condition in which a baseline schedule is time-phased beyond the contract completion date.

“Significant deficiency” means a shortcoming in the system that materially affects the ability of DOE officials to rely upon information produced by the EVMS for management purposes.

“Work Breakdown Structure” means a product-oriented hierarchy of tasks to be performed by the project team in support of project objectives.

- (a) System criteria. In performing this contract, the Contractor shall establish, maintain, and use--
- (1) Integrated performance management system. Central to this system shall be an EVMS that that complies with the Electronic Industries Alliance Standard 748 (EIA-748, current version at time of award), including a System Description. The EVMS shall be linked to and supported by the contractor’s various management systems, including work definition, planning and scheduling, work authorization and budgeting, performance measurement and analysis, change management, materials and subcontract management, cost estimating, accounting, and risk management.
 - (2) Management procedures. The contractor shall have procedures that enable timely, reliable, and verifiable information.
 - (i) Pursuant to the IPMR and IMS data items under this contract, the contractor shall maintain an IPMR and IMS that logically networks all project activities, reflecting the National Defense Industrial Association (NDIA) Planning & Scheduling Excellence Guide and the GAO Schedule Assessment Guide.
 - (ii) As required by the CFSR data item under this contract, the contractor shall develop and submit a CFSR, and must reconcile the CFSR with the IPMR on a quarterly basis.
 - (iii) All reporting must correspond to the applicable WBS elements, and shall be submitted timely and accurately and be current as of the close of the previous month’s

- accounting period. (Note: The contractor should not establish a separate or unique internal performance management system solely for the purposes of the contract.)
- (iv) IPMR and CFSR data shall be submitted by the Contractor by uploading the data into Project Assessment and Reporting System (PARS) in accordance with the “Contractor Project Performance Upload Requirements” document maintained by the DOE Office of Project Management.
- (b) EVMS certification.
- (1) For contracts supporting projects valued at \$100M or more, the contractor’s EVMS must be formally certified by the cognizant Federal agency as compliant with the EIA-748 guidelines (current version at the time of award). Pursuant to DOE Order 413.3B, the DOE Office of Project Management is DOE’s EVMS certifying authority. If, at the time of award, the contractor’s EVMS has not been determined to be in compliance with the EIA-748 guidelines, the contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in its EVMS plan.
- (2) For contracts supporting projects valued at less than \$100M but greater than \$50M, the contractor’s EVMS must be compliant with EIA-748; however, external certification is not required. The use of the contractor’s EVMS for this contract does not imply a Government determination of EIA-748 compliance for application to future contracts.
- (c) Changes to the EVMS. The Contractor shall submit notification of all proposed changes to the EVMS procedures and the impact of those changes to the Contracting Officer. If the contractor has one or more contracts in support of DOE capital asset projects that are valued at \$100M or more, unless a waiver is granted by DOE, any EVMS changes proposed by the contractor require approval of DOE prior to implementation. DOE will advise the contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the contractor’s notice of proposed changes. If DOE waives the advance approval requirements, the Contractor shall disclose EVMS changes to DOE at least 14 calendar days prior to the effective date of implementation.
- (d) Integrated baseline reviews. The Contractor shall deliver a task baseline with each Task Order proposal. The task baseline shall represent the cost, schedule, and entire scope over the period of performance of the associated task. DOE will conduct an Integrated Baseline Review (IBR) for Task Orders not later than 60 calendar days after the award of the Task Order. DOE and the contractor will use the IBR process described in the NDIA IBR Guide (or current version). During IBRs, the project baseline will be jointly scrutinized by the Government and the contractor to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.
- (e) Access to records. The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative to permit surveillance to ensure that the EVMS continues to comply with the criteria referenced in paragraph (a) of this clause.

- (f) Restructuring actions. In the event that the contractor concludes the performance baseline no longer represents a realistic plan, the contractor may determine that an over-target schedule or over-target baseline restructuring action is necessary. The contractor shall obtain approval of the Contracting Officer prior to implementing such restructuring actions. The request should also include detailed implementation procedures as well as a timeframe in accordance with the System Description. DOE will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).
- (g) Significant deficiencies.
- (1) The Contracting Officer will provide a determination to the contractor, in writing, on any significant EVMS deficiencies. The determination will describe the deficiency in sufficient detail to allow the contractor to understand the deficiency.
 - (2) The contractor shall respond within 30 working days to a written determination from the Contracting Officer that identifies significant deficiencies in the contractor's EVMS. If the contractor disagrees with the determination, the contractor shall state, in writing, its rationale for disagreeing. In the event the contractor does not respond in writing to the determination within the response time, this shall indicate that the Contractor agrees with the determination.
 - (3) The Contracting Officer will evaluate the contractor's response or lack of response and notify the contractor, in writing, of the Contracting Officer's final determination concerning—
 - (i) Remaining significant deficiencies;
 - (ii) The adequacy of any proposed or completed corrective action;
 - (iii) System noncompliance, when the contractor's existing EVMS fails to comply with the EVMS guidelines in EIA-748; and
 - (iv) System disapproval, if corrections to the contractor's EVMS are not successfully completed within the timeframe set forth by the Contracting Officer. When the Contracting Officer determines that the existing EVMS contains one or more significant deficiencies, the Contracting Officer will use discretion to disapprove the EVMS based on input received from the DOE Office of Project Management.
 - (4) When the contractor receives the Contracting Officer's determination of significant deficiencies, the contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.
- (h) Withholding payments. In the event that the contractor's EVMS is disapproved in accordance with subparagraph (g)(3)(iv), the Contracting Officer will withhold payments until which time the contractor has resolved all EVMS deficiencies.
- (i) Flowdown requirements. With the exception of paragraphs (g) and (h) of this clause, for contracts supporting projects requiring EVMS, the contractor shall flow down appropriate EVMS requirements to its subcontractors.
- (1) The EVMS certification requirement applies to subcontractors meeting the criteria in paragraph (b) of this clause. In this event, the cognizant Federal agency, working

through the prime contractor, will assess whether the subcontractor's system satisfies the EVMS guidelines contained in EIA-748.

- (2) The prime contractor is responsible for reviewing and assuring the validity of all subcontractor reports. Cost and schedule reporting requirements are not to be confused with EVMS certification, as described in paragraph (i)(1) above.
- (3) For subcontracts valued at \$100 million or more, the following subcontractors shall comply with the requirements of this clause, excluding those in paragraphs (g) and (h):

[Contracting Officer to insert names of subcontractors (or FFP subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]

- (4) For subcontracts valued at less than \$100 million, the following subcontractors shall comply with the requirements of this clause, excluding those in paragraphs (g) and (h):

[Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]

- (j) Extending a previous contractor's certified EVMS. If a contractor plans to adopt the existing system from the previous contractor or DOE Site, the contractor is responsible for the system and shall comply with the system requirements required in this clause. The existing system shall utilize the same DOE-approved processes and procedures as the previous system. The contractor shall—

- (1) Identify the corporate entity that owns the certified EVMS and provide the certification documentation;
- (2) Obtain prior approval from the Contracting Officer, who will be advised by the Office of Project Management, for proposed EVMS and surveillance changes;
- (3) Be responsible for full compliance with paragraph (a) of this clause; and
- (4) Be responsible for correcting any significant deficiencies previously identified to the previous contractor by the Contracting Officer in accordance with paragraph (g) of this clause. Within 45 days after receiving a copy of the previous contractor's final determination, the contractor shall either correct any significant deficiencies or submit an acceptable corrective action plan. The Contracting Officer, working jointly with the Office of Project Management, will provide a written final determination—to potentially include an implementation review—before extending the certification.

H.18 DOE-H-2025 ACCOUNTING SYSTEM ADMINISTRATION (OCT 2014) (REVISED)

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

- (1) Acceptable accounting system means a system that complies with the system criteria in paragraph (c) of this clause, to provide reasonable assurance that:

- (i) Applicable laws and regulations are complied with;
 - (ii) The accounting system and cost data are reliable;
 - (iii) Risk of misallocations and mischarges are minimized; and
 - (iv) Contract allocations and charges are consistent with billing procedures.
- (2) Accounting system means the Contractor's system or systems for accounting methods, procedures, and controls established to gather, record, classify, analyze, summarize, interpret, and present accurate and timely financial data for reporting in compliance with applicable laws, regulations, and management decisions, and may include subsystems for specific areas such as indirect and other direct costs, compensation, billing, labor, and general information technology.
- (3) Significant deficiency means a shortcoming in the system that materially affects the ability of officials of DOE to rely upon information produced by the system that is needed for management purposes.

(b) General.

The Contractor shall establish and maintain an acceptable accounting system. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the CO documentation that its accounting system meets the system criteria in paragraph (c) of this clause no later than 60 days after the effective date of the Transition Task Order. Failure to maintain an acceptable accounting system, as defined in this clause, shall result in the withholding of payments if the contract includes the Section H clause, *Contractor Business Systems*, and also may result in disapproval of the system.

(c) System criteria.

The Contractor's accounting system shall provide for:

- (1) A sound internal control environment, accounting framework, and organizational structure;
- (2) Proper segregation of direct costs from indirect costs;
- (3) Identification and accumulation of direct costs by contract;
- (4) A logical and consistent method for the accumulation and allocation of indirect costs to intermediate and final cost objectives;
- (5) Accumulation of costs under general ledger control;
- (6) Reconciliation of subsidiary cost ledgers and cost objectives to general ledger;
- (7) Approval and documentation of adjusting entries;

- (8) Management reviews or internal audits of the system to ensure compliance with the Contractor's established policies, procedures, and accounting practices;
 - (9) A timekeeping system that identifies employees' labor by intermediate or final cost objectives;
 - (10) A labor distribution system that charges direct and indirect labor to the appropriate cost objectives;
 - (11) Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account;
 - (12) Exclusion from costs charged to Government contracts of amounts which are not allowable in terms of 48 CFR31 entitled, *Contract Cost Principles and Procedures*, and other contract provisions;
 - (13) Identification of costs by contract line item and by units (as if each unit or line item were a separate contract), if required by the contract;
 - (14) Segregation of preproduction costs from production costs, as applicable;
 - (15) Cost accounting information, as required:
 - (i) By contract clauses concerning limitation of cost (48 CFR 52.232-20), limitation of funds (48 CFR 52.232-22), or allowable cost and payment (48 CFR 52.216-7); and
 - (ii) To readily calculate indirect cost rates from the books of accounts.
 - (16) Billings that can be reconciled to the cost accounts for both current and cumulative amounts claimed and comply with contract terms;
 - (17) Adequate, reliable data for use in pricing follow-on acquisitions; and
 - (18) Accounting practices in accordance with standards promulgated by the Cost Accounting Standards Board, if applicable, otherwise, Generally Accepted Accounting Principles.
- (d) Significant deficiencies.
- (1) The CO will provide an initial determination to the Contractor, in writing, on any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
 - (2) The Contractor shall respond within 30 days to a written initial determination from the CO that identifies significant deficiencies in the Contractor's accounting system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor does not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.
 - (3) The CO will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the CO final determination concerning:

- (i) Remaining significant deficiencies;
 - (ii) The adequacy of any proposed or completed corrective action; and
 - (iii) System disapproval, if the CO determines that one or more significant deficiencies remain.
- (e) If the Contractor receives the CO's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.
- (f) Withholding payments. If the CO makes a final determination to disapprove the Contractor's accounting system, and the Contract includes the Section H clause entitled, *Contractor Business Systems*, the CO will withhold payments in accordance with that clause.

H.19 DOE-H-2026 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION (OCT 2014) (REVISED)

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

"Acceptable purchasing system" means a purchasing system that complies with the system criteria in paragraph (c) of this clause.

"Purchasing system" means the Contractor's system or systems for purchasing and subcontracting, including make-or-buy decisions, the selection of vendors, analysis of quoted prices, negotiation of prices with vendors, placing and administering of orders, and expediting delivery of materials.

"Significant deficiency" means a shortcoming in the system that materially affects the ability of officials of the DOE to rely upon information produced by the system that is needed for management purposes.

- (b) General.

The Contractor shall establish and maintain an acceptable purchasing system. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the CO documentation that its purchasing system meets the system criteria in paragraph (c) of this clause no later than 60 days after the effective date of the Transition Task Order. Failure to maintain an acceptable purchasing system, as defined in this clause, may result in disapproval of the system by the CO and/or withholding of payments.

- (c) System criteria.

The Contractor's purchasing system shall:

- (1) Have an adequate system description including policies, procedures, and purchasing practices that comply with the FAR (48 CFR Chapter 1) and the DOE Acquisition Regulation (48 CFR Chapter 9);
- (2) Ensure that all applicable purchase orders and subcontracts contain all flow down clauses, including terms and conditions and any other clauses needed to carry out the requirements of the prime contract;
- (3) Maintain an organization plan that establishes clear lines of authority and responsibility;
- (4) Ensure all purchase orders are based on authorized requisitions and include a complete and accurate history of purchase transactions to support vendor selected, price paid, and document the subcontract/purchase order files which are subject to Government review;
- (5) Establish and maintain adequate documentation to provide a complete and accurate history of purchase transactions to support vendors selected and prices paid;
- (6) Apply a consistent make-or-buy policy that is in the best interest of the Government;
- (7) Use competitive sourcing to the maximum extent practicable, and ensure debarred or suspended contractors are properly excluded from contract award;
- (8) Evaluate price, quality, delivery, technical capabilities, and financial capabilities of competing vendors to ensure fair and reasonable prices in accordance with 48 CFR 15.404-1;
- (9) Require management level justification and adequate cost or price analysis, as applicable, for any sole or single source award;
- (10) Perform timely and adequate cost or price analysis and technical evaluation for each subcontractor and supplier proposal or quote to ensure fair and reasonable subcontract prices in accordance with 48 CFR 15.404-3;
- (11) Document negotiations in accordance with 48 CFR 15.406-3;
- (12) Seek, take, and document economically feasible purchase discounts, including cash discounts, trade discounts, quantity discounts, rebates, freight allowances, and company-wide volume discounts;
- (13) Ensure proper type of contract selection in accordance with 48 CFR 16 and prohibit issuance of cost-plus-a-percentage-of-cost subcontracts;
- (14) Maintain subcontract surveillance to ensure timely delivery of an acceptable product and procedures to notify the Government of potential subcontract problems that may impact delivery, quantity, or price;

- (15) Document and justify reasons for subcontract changes that affect cost or price;
- (16) Notify the Government of the award of all subcontracts that contain the 48 CFR Chapter 1 and 48 CFR Chapter 9 flow down clauses that allow for Government audit of those subcontracts, and ensure the performance of audits of those subcontracts;
- (17) Enforce adequate policies on conflict of interest, gifts, and gratuities, including the requirements of the 41 USC chapter 87, Kickbacks;
- (18) Perform internal audits or management reviews, training, and maintain policies and procedures for the purchasing department to ensure the integrity of the purchasing system;
- (19) Establish and maintain policies and procedures to ensure purchase orders and subcontracts contain mandatory and applicable flow down clauses, as required by 48 CFR chapter 1, including terms and conditions required by the prime contract and any clauses required to carry out the requirements of the prime contract;
- (20) Provide for an organizational and administrative structure that ensures effective and efficient procurement of required quality materials and parts at the best value from responsible and reliable sources;
- (21) Establish and maintain selection processes to ensure the most responsive and responsible sources for furnishing required quality parts and materials and to promote competitive sourcing among dependable suppliers so that purchases are reasonably priced and from sources that meet contractor quality requirements;
- (22) Establish and maintain procedures to ensure performance of adequate price or cost analysis on purchasing actions;
- (23) Establish and maintain procedures to ensure that proper types of subcontracts are selected, and that there are controls over subcontracting, including oversight and surveillance of subcontracted effort;
- (24) Establish and perform Annual Subcontract Audit plans with audits consistent with IIA and/or Generally Accepted Government Auditing Standards (GAGAS) audit standards; and
- (25) Establish and maintain procedures to timely notify the CO, in writing, if:
 - (i) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of the work to be performed under the Contract, Task Order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or
 - (ii) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under

its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) Significant deficiencies.

- (1) The CO will provide notification of initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
- (2) The Contractor shall respond within 30 days to a written initial determination from the CO that identifies significant deficiencies in the Contractor's purchasing system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor does not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.
- (3) The CO will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the CO's final determination concerning:
 - (i) Remaining significant deficiencies;
 - (ii) The adequacy of any proposed or completed corrective action; and
 - (iii) System disapproval, if the CO determines that one or more significant deficiencies remain.
- (e) If the Contractor receives the CO's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies.
- (f) Withholding payments. If the CO makes a final determination to disapprove the Contractor's purchasing system, and the contract includes the Section H clause entitled, *Contractor Business Systems*, the CO will withhold payments in accordance with that clause.

**H.20 DOE-H-2027 CONTRACTOR PROPERTY MANAGEMENT SYSTEM
ADMINISTRATION (OCT 2014) (REVISED)**

(a) Definitions. As used in this clause:

- (1) "Acceptable property management system" means a property system that complies with the system criteria in paragraph (c) of this clause.
- (2) "Property management system" means the Contractor's system or systems for managing and controlling Government property.

- (3) “Significant deficiency” means a shortcoming in the system that materially affects the ability of officials of the DOE to rely upon information produced by the system that is needed for management purposes.

(b) General.

The Contractor shall establish and maintain an acceptable property management system. If the Contractor plans to adopt the existing system from the previous contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the CO documentation that its property management system meets the system criteria in paragraph (c) of this clause no later than 60 days after the effective date of the ICP Integration and Mission Continuity Task Order. Failure to maintain an acceptable property management system, as defined in this clause, may result in disapproval of the system by the CO and/or withholding of payments.

(c) System criteria.

The Contractor’s property management system shall be in accordance with paragraph (f) of the Contract clause at 48 CFR 52.245-1.

(d) Significant deficiencies.

- (1) The CO will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
 - (2) The Contractor shall respond within 30 days to a written initial determination from the CO that identifies significant deficiencies in the Contractor’s property management system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor does not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.
 - (3) The CO will evaluate the Contractor’s response or the Contractor’s lack of response and notify the Contractor, in writing, of the CO’s final determination concerning:
 - (i) Remaining significant deficiencies;
 - (ii) The adequacy of any proposed or completed corrective action; and
 - (iii) System disapproval, if the CO determines that one or more significant deficiencies remain.
- (e) If the Contractor receives the CO’s final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

- (f) Withholding payments. If the CO makes a final determination to disapprove the Contractor's property management system, and the Contract includes the Section H clause entitled, *Contractor Business Systems*, the CO will withhold payments in accordance with that clause.

DOE CORPORATE CLAUSES OTHER THAN CHRM OR BUSINESS SYSTEMS

H.21 DOE-H-2014 CONTRACTOR ACCEPTANCE OF NOTICES OF VIOLATION OR ALLEGED VIOLATIONS, FINES, AND PENALTIES (OCT 2014) (REVISED)

- (a) The Contractor shall accept, in its own name, notices of violation(s) or alleged violations (NOVs/NOAVs) issued by federal or state regulators to the Contractor resulting from the Contractor's performance of work under this contract, without regard to liability. The allowability of the costs associated with fines and penalties shall be subject to other provisions of this Contract.
- (b) Liability and responsibility for fines or penalties and associated costs arising from or related to violations of environmental requirements imposed by applicable Federal, state, and local environmental laws and regulations, including, without limitation, statutes, ordinances, regulations, court orders, consent decrees, administrative orders, or compliance agreements, consent orders, permits, and licenses; and safety, health or quality requirements shall be borne by the party that caused the violation(s). This clause resolves liability for fines and penalties though the cognizant regulatory authority may assess such fines or penalties upon either party or both parties without regard to the allocation of responsibility or liability under this contract. The allocation of liability for such fine or penalty is effective regardless of which party signs permit application, manifest, reports or other required documents, is assessed a fine or penalty, is a permittee, or is named subject of an enforcement action.
- (c) After providing DOE advance written notice, the Contractor shall conduct negotiations with regulators regarding NOVs/NOAVs and fine and penalties. DOE may participate in all negotiations with regulatory agencies regarding permits, fines, penalties, and any other proposed notice, notice, administrative order, and any similar type of notice as described in paragraphs (a) and (b) above. However, the Contractor shall not make any commitments or offers to regulators that would bind the Government, including monetary obligations, without first obtaining written approval from the CO. Failure to obtain advance written approval may result in otherwise allowable costs being declared unallowable and/or the Contractor being liable for any excess costs to the Government associated with or resulting from such offers/commitments.
- (d) The Contractor shall notify DOE promptly when it receives service from the regulators of NOVs/NOAVs and fines and penalties.

H.22 DOE-H-2016 PERFORMANCE GUARANTEE AGREEMENT (OCT 2014)

The Contractor's parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance of the

contract as evidenced by the Performance Guarantee Agreement incorporated in the Contract in Section J, Attachment J-8. If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and severable liability for the performance of the contract. In the event any of the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the CO.

H.23 DOE-H-2017 RESPONSIBLE CORPORATE OFFICIAL AND CORPORATE BOARD OF DIRECTORS (OCT 2014) (REVISED)

The Contractor has provided a guarantee of performance from its parent company(s) in the form set forth in Section J, Attachment J-8 entitled, *Performance Guarantee Agreement*. The individual signing the *Performance Guarantee Agreement* for the parent company(s) should be the Responsible Corporate Official. The Responsible Corporate Official is the person who has sole corporate (parent company(s)) authority and accountability for Contractor performance. DOE may contact, as necessary, the single Responsible Corporate Official identified below regarding Contract performance issues. The parent companies shall proactively support the Responsible Corporate Official to ensure adverse contract performance issues are avoided, identified and/or resolved in a timely manner. The Responsible Corporate Official shall promptly notify the DOE Contracting Officer of the corrective actions (both taken and planned) to address the adverse contract performance.

Responsible Corporate Official:

Name: **James Mark Whitney**

Position: **President**

Company/Organization: **Amentum Services, Inc.**

Address: **2551 Dulles View Dr., Herndon, VA 20171**

Phone: **202.875.2513**

Facsimile: **N/A**

Email: mark.whitney@amentum.com

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

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

Corporate Board of Directors:

Name: **Jennie Stults**

Position: **Advanced Energy & Environment Sector**

Company/Organization: **Amentum Services, Inc.**

Address: **106 Newberry Street, Aiken, SC 29801**

Phone: **803.522.5425**

Facsimile: **N/A**

Email: jennie.stults@amentum.com

Name: **Colin Jones**

Position: **Deputy North American E&E**

Company/Organization: **Amentum Services, Inc.**

Address: **106 Newberry Street, Aiken, SC 29801**

Phone: **202.525.0512**

Facsimile: **N/A**

Email: colin.jones@us.amentum.com

Name: **L. Ty Blackford**

Position: **Senior Program Manager**

Company/Organization: **Amentum Services, Inc.**

Address: **1203 Adair Drive, Richland, WA 99352**

Phone: **509.378.6300**

Facsimile: **N/A**

Email: ty.blackford@gmail.com

Name: **Jeff Scott**

Position: **President & General Manager, Environmental Group**

Company/Organization: **Northwind Portage, Inc.**

Address: **2800 Solway Rd., Knoxville, TN 37931**

Phone: **865.705.9804**

Facsimile: N/A

Email: **jscott2@northwindgrp.com**

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

The Responsible Corporate Official and Corporate Board of Directors shall be engaged and accountable for performance of the contract scope and the highest standard of business integrity through a robust performance assurance system and support in accordance with DOE Order 226.1B *Implementation of Department of Energy Oversight Policy* and the Section H.67 clause entitled *Contractor Assurance System*. The Responsible Corporate Official shall submit to the Contracting Officer a quarterly report using appropriate corporate metrics for DOE review. The quarterly report shall be risk-informed and a credible self-assessment that includes individual project performance, technical solutions, as needed, and appropriate coverage of potentially high consequence activities under the contract, including work of subcontractors. The annual Contractor Performance Assessment Report (CPAR) shall consider the execution of the requirements of this clause.

H.24 DOE-H-2018 PRIVACY ACT SYSTEMS OF RECORDS (OCT 2014) (REVISED)

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

DOE Privacy Act System No.	DOE Privacy Act System Description
DOE-1	Grievance Records
DOE-3	Employee Concerns Program Records
DOE-5	Personnel Records of Former Contractor Employees (Includes All Former Workers)
DOE-10	Energy Employees Occupational Illness Compensation Program Act Files
DOE-11	Emergency Operations Notification Call List
DOE-13	Payroll and Leave Records
DOE-14	Report of Compensation

DOE Privacy Act System No.	DOE Privacy Act System Description
DOE-15	Intelligence-Related Access Authorization
DOE-18	Financial Accounting System
DOE-23	Property Accountability System
DOE-26	Official Travel Records
DOE-28	General Training Records
DOE-31	Firearms Qualification Records
DOE-33	Personnel Medical Records (Present and Former DOE Employees and Contractor Employees)
DOE-34	Employee Assistance Program (EAP) Records
DOE-35	Personnel Radiation Exposure Records
DOE-38	Occupational and Industrial Accident Records
DOE-41	Legal Files (Claims, Litigation, Criminal Violations, Patents and Others)
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	Freedom of Information and Privacy Act (FOIA/PA) Requests for Records
DOE-63	Personal Identity Verification (PIV) Files
DOE-88	Epidemiologic and Other Health Studies, Surveys, and Surveillances

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*, and FAR 52.224-2 entitled, *Privacy Act*, are mandatory flow-down clauses that must be included in any subcontract requiring design, development, or operation of a Privacy Act system of record, 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 record 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.25 DOE-H-2019 DISPOSITION OF INTELLECTUAL PROPERTY – FAILURE TO COMPLETE CONTRACT PERFORMANCE (JUL 2018)

The following provisions shall apply in the event the Contractor does not complete Contract performance for any reason:

- (a) The Government may take possession of and use all technical data, including limited rights data, restricted computer software, and data and software obtained from subcontractors, licensors, and licensees, necessary to complete the work in conformance with this contract, including the right to use the data in any Government solicitations for the completion of the work contemplated under this contract. Technical data includes, but is not limited to, specifications, designs, drawings, operational manuals, flowcharts, software, databases and any other information necessary for the completion of the work under this contract. Limited rights data and restricted computer software will be protected in accordance with the provisions of the Section I clause DEAR 970.5227-1 *Rights in Data- Facilities*. The Contractor shall ensure that its subcontractors and licensors make similar rights available to the Government and its contractors.
- (b) The Contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the Contractor, and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the

facilities or which cover articles, materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility; and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity or scope of, or title to, any rights or patents or other intellectual property herein licensed.

- (c) In addition, the Contractor will take all necessary steps to assign permits, authorizations, leases, and licenses in any third party intellectual property to the Government, or such other third party as the Government may designate, that are necessary for the completion of the work contemplated under this Contract.

H.26 DOE-H-2021 WORK STOPPAGE AND SHUTDOWN AUTHORIZATION (OCT 2014) (REVISED)

- (a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure.
- (b) Work Stoppage. In the event of an Imminent Health and Safety Hazard, an activity that could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue, or an action that could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (e.g., directing the operator/implementer of the activity or process causing the imminent hazard to stop work, initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect DOE facilities and the environment. In the event an Imminent Health and Safety Hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating action(s) should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the CO.
- (c) Shutdown. In the event of an imminent danger in relation to the facility safety envelope or a non-Imminent Health and Safety Hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, the ICP

Manager, and the DOE Site Manager. Any written direction to suspend operations shall be issued by the CO.

- (d) This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute “Contractor Representatives” for “the CO” in all subcontracts.

H.27 DOE-H-2033 ALTERNATIVE DISPUTE RESOLUTION (OCT 2014)

- (a) 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 entitled, *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 as 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 CO, and the CO 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 CO 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 CO’s final decision under the clause at FAR 52.233-1 entitled, *Disputes*, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the CO’s final decision and does not constitute reconsideration of the final decision.
- (e) If the CO rejects the Contractor’s request for ADR proceedings, the CO 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 CO’s request to

use ADR procedures, the Contractor shall provide the CO with the reasons for rejecting the request.

H.28 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 DOE-controlled Site or facility. The Contractor shall cooperate fully with all other DOE prime contractors and Government employees. Other DOE contractors include but are not limited to: the INL contractor, the Fort St. Vrain Physical Security Services contractor, and other entities. Cooperation includes, but is not limited to, the following types of activities: working together to resolve interface and work performance issues; establishing working groups; participating in meetings; providing access to applicable technical and contract information and data such as schedule and milestone data; discussing technical matters related to the Idaho and Colorado Sites; providing access to Contractor facilities or areas; and allowing observation of technical activities by appropriate personnel.

The Contractor shall coordinate its own work with such other work as may be directed by the CO or a duly authorized representative. The Contractor is not authorized to direct any other DOE prime contractor or other entities, except as specified elsewhere in this contract or directed by the CO.

The Contractor shall not commit 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.29 DOE-H-2035 ORGANIZATIONAL CONFLICT OF INTEREST MANAGEMENT PLAN (OCT 2014) (REVISED)

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

- (a) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor, its related entities and other performing entities under the Contract.
- (b) The procedures the Contractor will utilize to avoid, neutralize, or mitigate potential or actual conflicts of interest.
- (c) The procedures for reporting actual or potential conflicts of interest to the CO. The resolution of potential or actual conflicts of interest that exist or may arise during contract performance shall be documented as part of the Plan.

- (d) The procedures the Contractor will utilize to oversee, implement, and update the Plan, to include assigning responsibility for management, oversight and compliance to an individual in the Contractor's organization with full authority to implement the Plan.
- (e) The procedures for ensuring all required representations, certifications and factual analyses are submitted to the CO for approval in a timely manner.
- (f) The procedures for protecting agency information that could lead to an unfair competitive advantage if disclosed including collecting disclosure agreements covering all individuals, subcontractors, and other entities with access to agency-sensitive information and physical safeguarding of such information.
- (g) An OCI training and awareness program that includes periodic, recurring training and a process to evidence employee participation.
- (h) The enforceable, employee disciplinary actions to be used by the Contractor for violation of OCI requirements.

H.30 DOE-H-2043 ASSIGNMENT AND TRANSFER OF PRIME CONTRACTS AND SUBCONTRACTS (OCT 2014) (REVISED)

- (a) Assignment and Transfer of other DOE Prime Contracts. During the period of performance (POP) of this contract ordering period, and subsequent Task Order(s) period of performance extending beyond the contract ordering period, it may become necessary for the DOE to transfer and assign existing or future DOE prime contracts in whole or in part supporting Site work to this Contract. The Contractor shall accept the transfers and assignments of contracts. Transfer and assignment of prime contracts to the Contractor, if any, will be for administration purposes, and once transferred, will become subcontracts to the Contractor. Any recommendations and/or suggestions on individual transfers shall be submitted in writing to the CO prior to the transfer or assignment.
- (b) Assignment and Transfer of this Prime Contract. During the POP of this Contract it may become necessary for the DOE to transfer and assign in whole or in part this Contract to another DOE contractor. The Contractor shall accept the transfers and assignment. Transfer and assignment, if any, will be for administration purposes, and once transferred, will become a subcontract to the assignee. Any recommendations and/or suggestions on individual transfers shall be submitted in writing to the CO prior to the transfer or assignment.

- (c) Transfer and Assignment of Subcontracts. The Contractor agrees to transfer and assign or accept transfer and assignment of existing subcontracts including lower-tier subcontracts as determined necessary by DOE for continuity of operations. The transfer and assignment may be to or from another contractor or to or from DOE as a prime contractor. Transfer or assignment of subcontracts to or from the Contractor, if any, will be for administration purposes, and once transferred, will become subcontracts to the Contractor. The Contractor shall use its best efforts to negotiate changes to the assigned subcontracts incorporating mandatory flow-down provisions at no cost. If the subcontractor refuses to accept the changes or requests price adjustments, the Contractor will notify the CO in writing. This Clause is required as a flow-down clause in all subcontracts.

The following subcontracts are determined necessary for transfer to the successor contractor:

Subcontractor Name	Subcontract Number	Title/Description
3D Fire Protection	06-2026A; 18-3503; 21-2220	Perform quarterly maintenance, Sprinkler Installation at IWTU, INTEC Firewater Pipe Project
Abb Enterprise Software Inc.	20-7759	ABB Enterprise Software - Renewal
A-CORE of Idaho Inc.	21-3642	Core Cutting support
Advanced Computer Solutions	21-315	IT Subcontractor - Jeramie Freeman
Advanced Industrial Supply	22-281	Respirators to support NRF D&D
Airgas USA, LLC	800033; 19-2571; 21-6740; 21-7071	Liquid Argon System Design, Fab, Install; Gases for cafeteria
Alpine Propane Inc.	19-1305	Subcontract- Alpine Propane-INTEC
ALS Group USA, Corp.	16-3203; 17-7401; 18-1369; 18-2194; 19-8103	Blanket Agreement - Environmental Surveillance Program and subsequent releases; Lab sampling analyses
Alsco/American Linen	0000800307; 800402; 16-0001A; 18-1383	Laundry
American Fabrication	18-1137; 18-8100; 19-7838; 21-1567; 21-2224; 21-4027	Fabrication Services
AnA Sourcing	22-468	Gloves, Lab Coats (ARP re-order)
Anatek Labs	21-7945	Sampling
Applied Engineering Services, Inc.	20-3502	Engineering Blanket Master Agreement-and subsequent releases
Applus RTD USA, Inc.	800225A; 19-7442	Blanket Agreement - SNT Level III Examiner
Atlas Technical Consultants LLC	18-1384	Concrete, asphalt & soil Testing Blanket and subsequent releases
ATS Inland NW, LLC	17-6098	Allerton Software Subcontract
Automatic Data Processing (ADP)	16-3026	Mod ADP, LLC Services
AVANTech, Inc.	18-3460A	UCS Upgrade - AVANTech acquired MCE
Battelle Energy Alliance, LLC	TOR1	BEA - Mandatory Services and subsequent releases
Battelle Energy Alliance, LLC	TOR2	BEA - Non-Mandatory Services and subsequent releases
Battelle Energy Alliance, LLC	TOR3	BEA - IWTU Services and subsequent releases

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Subcontractor Name	Subcontract Number	Title/Description
Battelle Savannah River Alliance	18-5554A; 19-3929A; 20-3114A	SRNL Releases
Bed Rock, Inc. DBA Tri State Motor Transit Co	15-804A	MLLW/LLW Transportation Services
Bennett Heavy and Specialized LLC	17-5973B	MLLW & LLW Transportation Services
Berry Oil	21-6674	Off-Site fuel supply for ICP operated fuel trucks
Bestac International	20-5696	IWTU Calcinated Coal
BHI Energy	19-2800	Staff Aug Master Agreement and subsequent releases
BMC Software	17-985	BMC Track-It licenses Renewal
Boiler & Steam Service LLC	22-114	Annual Boiler & Controls Tuning at INTEC (Fall 2021)
Bonneville Industrial Supply Co (BISCO)	21-3321	Gloves, Screwdrivers
Bonneville Industrial Supply Co (BISCO)	21-5508	Gloves, Tyveks Coats, Glasses
Bonneville Industrial Supply Co (BISCO)	21-5957	Gloves, Splitters, Tape
Bonneville Industrial Supply Co (BISCO)	21-7069	Vests, Gloves
Bonneville Industrial Supply Co (BISCO)	22-932	Glasses, Vests
BROKK Inc.	22-33	Brokk 500 Demo Machine and Attachments
Bureau Veritas North American Inc.	17-8312; 18-5183; 21-988	BOA BVNA - IH LABS
Cammans MVP LLC dba MVP Rentals	19-4042; 20-5723	Portable Toilet Rental and Sewer Drain Cleaning Blanket Agreement
Cate Idaho Equipment Rental & Sales, LLC	17-4201; 21-8026; 22-633	Equipment Lease
CDW-G	18-682	Adobe Acrobat Licenses - Dan Orner
Cedar Mountain Supply, Inc.	21-7079	Light Meter
Cellco Partnership DBA Verizon Wireless	20-322	Verizon phone service
Century Link Communications, LLC	12-223A	QWEST - Century Link
CHS, INC.	18-1380	Subcontract – Propane Services at AMWTP
Cintas Corporation	18-8383	Respond First Aid Supply Services
Citrix Systems	18-8543	Citrix Virtual Apps Reinstatement/3 year renewal/late fee
City of Idaho Falls Treasurer	12-107A	Fiber Optic Service - City of Idaho Falls Treasurer – Additional Funding
Clean Harbors	800480	Transportation Treatment and Disposal of INL Non-Radioactive Waste
Columbia Energy and Environmental Service	18-1874	IWTU SOW-804 Canister Contamination Engineering Services
Conrad & Bischoff (Wright Oil)	18-7739	Requisition for Conrad Bischoff Subcontract blanket PO
Convergent Technologies LLC	17-1719	INTEC Emergency Communication Upgrade (ECS)
Crane Tech LLC	17-5002	Crane Tech LLC Training

Subcontractor Name	Subcontract Number	Title/Description
Crawford Door Sales	22-561;22-562	IWTU Overhead Doors
CRI Advantage, Inc.	21-614	Cyber Security Consulting Services
Curtiss Wright Flow Control LLC	21-4637	BMA - Curtiss-Wright - Engineering Services
Daniel B. Stephens & Associates	21-2481	New ICDF Cell Geotechnical Investigation Field Sampling Plan Support
Diversified Metal Products	20-4070	Blanket Agreement - Miscellaneous Activities at DMP to Support CRP and Associated Releases
Diversified Metal Products	20-7891	Mod Bottom-Up Retrieval Stand 4.0 – CRP
Diversified Metal Products	21-2176	Mod Air Lance Development - Stage 2.0
Diversified Metal Products	22-428	BMR: Core Car Cutting Tests
DLT Solutions	17-1805	Solar Winds Software Renewals
MEL'S LOCK & KEY	21-5017	IPO Lock Replacements
Doug Andrus	17-100	Puck Drum Trailers (Doug Andrus)
Dover Engineered Systems, Inc. dba Central Research	22-656;22-674	Manipulator parts
Dover Engineered Systems, Inc. dba Central Research	21-7359	IWTU CRL Onsite Training / D. Axelson
Dynamic Systems	21-3713	FTS Oracle Support 2021 for Production and Testbed Servers
E2 O&M Services, LLC	17-6640; 18-2500	Staff Aug and Technical Support Services
Eagle Rock Specialties	20-7762	Oil Dri Sacks
Eagle Rock Specialties	21-5835	CRN-GSF-401 Linear Actuator Spare
Eagle Rock Specialties	21-7448	606 Boiler House - Foam Sealant
Eagle Rock Specialties	22-249	IWTU - Neoprene Duct
Eagle Rock Specialties	22-563	IWTU - Fill Tube Rubber Bodies
Eagle Rock Specialties	22-679	IWTU Nitrogen Distribution System
Eagle Rock Specialties	22-769	Drillforce Parts
Eagle Rock Specialties	22-789	IWTU Pipe Chase Shield Curtains
Eagle Rock Specialties	22-866	IWTU WO 585674 End Effectors
Eagle Rock Specialties	22-894	IWTU Bench
Eagle Rock Specialties	22-910	Packing Rings, Transmitters
Eaton Corporation - Engineering Services & Systems	802101	IWTU UPS Extension and Funding
EEO Logic, Inc.	18-8646A	Basic AAP Services
Eldredge Engineering, P.A.	16-4301	Staff Aug - IWTU Staff Aug / Eldredge
Electrain, LLC	21-8001	Award - BTSa (Staff Augmentation Services) - ElecTrain
EnergySolutions, LLC	12-354A	Energy Solutions Disposal
EnergySolutions, LLC	16-4710A	10-160B Cask Agreement and SARP Amendment
Epsilon Technologies Int, LLC dba MoviMED & MoviTh	20-7864	MovieTherm Camera Subscription
Escape Velocity Holdings Inc DBA Trace 3, LLC	20-7170	IT Network Discovery
Farmer Brothers Coffee	820186	Cafeteria Use Only
FED EX	17-24	Fed Ex Services
Ferguson Enterprises	21-7539	IWTU PRF & PHVF Blowback Actuators
Firmage Water Conditioning D.B.A. Culligan Water	800417; 800906	Water
First Place Supply	22-652	Jackson Elliott PATCO Battery Charger
First Place Supply	22-693	Toe Warmers, Coveralls, Rope
First Place Supply	22-796	Discs, Tape

Subcontractor Name	Subcontract Number	Title/Description
First Street Plumbing & Heating Center	17-3541	Plumbing and Sewer Services for IF Facilities
Fischer Scientific Company, LLC	21-6250	Vial & bottles thru Thermofischer, TAN ER Supplies
Flow International Corporation	18-4565	Dan Hillam Waterjet Services
Flowserve US Inc	21-7932	IWTU Drain and Vent Valve 2 and 3 Inch Repair Kits
Fluor Marine Propulsion LLC	21-6194	Badging Use Only for Fluor Marine Propulsion
Flyability, Inc.	22-514	AWARD: CRP Drone Demonstration
Focus Environmental, Inc.	18-3552	iDocs 12544 Nielsen, Kirk -IWTU SPT Subcontractor Support
Gallagher Corporation	21-2315	Blanket Agreement Prototype Seals for Vacuum Crawler- 3-d Printing
GEL Laboratories, LLC	16-3151	Blanket Agreement - Groundwater Sampling/Analysis
Gem State Paper and Supply	22-243	Matt Capson Ice Melt Delivery
GH Peterson Limited Partnership	800102	Lease - TSA/B through 12/31/2021
Geotech Environmental Equipment Inc.	21-7898	Pump Equipment - Environmental
Gray Matter Systems, LLC	21-4676	Servo Controller Case
Greenskeeper Landscape & Excavation, LLC	18-1385	ICP Weed and Pest Control
Grove Software	20-8229	Microshield Training for RadCon - Britt Edquist
GSA-General Services Administration	17-126	Mod 3 - Funding for GSA Leased Vehicles - GSA
Handy Wholesale Products, Inc.	22-494	Magnesium Chloride FreezGard (Ice Melt) 50lb (Handy)
HAPTION SA	21-922	Articulating Arm 2.0 - CRP - Software Control System
Harris Mountain West LLC	20-110	Blanket Subcontract for Sawtelle Facility HVAC Services
HAZEN	18-4832	Pilot Plant & other testing for IWTU
HOL INVESTMENT, LLC	19-6486	Mod Leasing Agreement for the Ormond Building
HukariAscendent, Inc.	16-3009	Staff Augmentation Blanket Master Agreement – Hukari
IAS Enviro Chem	16-3156	Blanket Agreement - Water Samples
IBM Corporation	17-8711	Renewal for Maximo Licenses
Idaho State Police	17-2511	Idaho State Police
IHS Global Inc.	21-242	HIS Engineering Workbench Renewal (Part of Virtual Library)
NUCLEAR WASTE PARTNERSHIP	16-3004	RH TRU Waste Disposition
NUCLEAR WASTE PARTNERSHIP	16-3005	Central Characterization Project (CCP) Services lot 10
	07-2230F	Norco - Specialty Gases NORCO Gases Blanket
CPFD SOFTWARE LLC	17-6698	IDOCs 12413 Christian Goettsche Barracuda IWTU
Inductive Automation	20-7812	Renewal -Ignition Software Support-R Clayton
Ionex Research Corp	21-6756	Equipment to support D&D work at NRF
Inskeep Services LLC	18-7430	IDOCs 13458 Inskeep Services Inc. - Site Labor Coordinator

Subcontractor Name	Subcontract Number	Title/Description
Inspection Experts, Inc.	18-5522A	Blanket Agreement - Technical Support
Integrated Power Systems	21-1891	Re-routed for additional funding and required onsite approvals - UPS maintenance service
J Foster & Associates LLC	18-2525	Mod Staff Aug - Fluidization Subject Matter Expert: Barry O'Brien
J.J. Keller & Associates, Inc.	17-5113	Mod. 2 - Bloodborne Pathogen Video Agreement from JJ Keller
Jacks Tire & Oil Inc.	17-8196	iDocs 12797 Sherick, Mark -Tire Repair and Services
JR & CO., Inc.	18-74	AMWTP Roof Repair Bldg 678
JR & CO., Inc.	20-7019	INTEC CPP-659 Roof Replacment Matt Morse
J-U-B Engineers, Inc.	21-3133	MOD 2: Lagoon Seepage Rate Test 2021
Kaasm, LLC	20-4217	Annual Factory Link Support Agreement
KeySource, Inc.	18-360	Mod 15 - Senior Mentors – KeySource
KeySource, Inc.	20-279	KeySource Inc (BTSA) - Staff Aug Personnel
Kilowatt Engineering, Inc. dba kW Engineering	18-7415	SOW-827 For KW Engineering Subcontract
K-Spar Inc.	17-4393	Mod IDOC-12431 Calcine Retrieval Dose Assessment
L&L Mechanical Inc.	16-3699	IWTU Chiller Contract
L&L Mechanical Inc.	21-2587	MOD 5: ICDF HVAC PM Services
L&L Mechanical Inc.	22-708	613 HVAC Replacement Equipment
Lancer Information Solutions	20-5170	Oracle Database Enterprise Edition Licenses (1 yr)
Lancer Information Solutions	21-4486	Oracle WebLogic Suite
Lancer Information Solutions	21-5020	Oracle Database Enterprise Edition Licenses (1 yr)
LANCS Industries	21-4061	Drum Liner Transfer Bags, LI-300-DTB-B
LANCS Industries	21-5565	Change Out Bags
LANCS Industries	22-687	Sleeving
LANCS Industries	22-750	Filters, Sleeving
LANCS Industries	22-952	Sleeving
LANCS Industries	22-953	Sleeving
Lawrence K Deppe DBA PROCESS ENGINEERED PRODUCTS	21-5375	Todd Shepherd Yokogawa ZR-202 Oxygen Analyzer for Repair
Leonard Petroleum Equipment (Idaho Falls)	21-6029	AWARD: Services on VES-WCS-106 diesel fuel tank (INTEC-1684)
Leslie Dial Lago Pre/Post Productions	17-2501	Mod Leslie Dal Lago Pre/Post Productions Subcontract
Linde, Inc.	800908A	Praxair - Bulk Oxygen and Nitrogen
Linde, Inc.	823022A	CO2 Supply
Lin-Z Properties	15-2844A	Lindsay warehouse lease
Lin-Z Properties	800103A	BLANKET MASTER - Lease Payments
Lin-Z Properties	800105A	BLANKET MASTER - Lease Payment LBC Training Room
Loui Consulting Group Inc.	21-4697	MOD 4: Reporting and Analytics Software Consultant
Machinery West, Inc DBA Boise Rigging	22-346	Engraver & tags to support NRF D&D
MARCOM LLC	18-7400	Blanket Technical Services Agreement

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SECTION H

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Subcontractor Name	Subcontract Number	Title/Description
Mark Owens Co. dba XL Engineering	19-1825	AMWTP/RWMC Subcontract Engineering Support
Mark Owens Co. dba XL Engineering	19-813	BTSA – Mark Owens Col, dba XL Engineering
Mark Turner, Inc dba Idaho Valve & Fitting Co.	19-8568	0ICPV250 training
Mass 4 Service Inc.	21-2011	Mod 2: SOW-867; Helium Leak Detector Cleaning, Repair, & Calibration
Material Testing & Inspection, Inc.	18-1384	Blanket Master Agreement – Material Testing & Inspection
Mel's Lock and Key Inc.	19-486A	Additional Funds for Locksmith Services Blanket
MHF Packaging Solutions	21-7890	7A Type A CO-90 Metal Boxes
MHF Packaging Solutions	22-685	3" Lead Lined Shielded 30 Gallon Overpacks
Michael Baker International, Inc.	18-7492	Engineering Blanket - Short Term Scope
Michael Baker International, Inc.	20-3497	Master Blanket Task Agreement- Michael Baker Group
Millcreek Metals	21-2927	Scrap Metal Bins for Recycling
Mirion Technologies (MGPI) Inc.	21-1452	
Mirion Technologies dba Canberra	21-3299	Canberra Software Maintenance Support for Drum Assay and Review PCS
Mirion Technologies dba Canberra	21-7782	Gamma Detector Repair Services, Canberra Inc.
ML Services	22-595	Dell Latitude 5520 Base
Montrose Air Quality Services, LLC	18-4999	IWTU Montrose Sample Trailer Rental
Moxie Endeavors, Inc.	16-3010	Staff Aug Blanket Master Agreement - Moxie Endeavors
Myers Container, LLC Compaction	17-9508	Drums
Mythics	17-1398	Oracle Database Gateway for SQL Server – 5 yr. renewal
NATHANS SERVICE CENTER DBA LOST RIVER HONDA	17-8264	Off Site Tire Repair - Al Solano
Norbert Kleiber	19-1330	Mod Snow Removal - Fluor Idaho Town Facilities
Novare Solutions, LLC	18-6674	Blanket Technical Services Agreement
NUCFIL-Nuclear Filter Technology (NFT)	22-1055	NucFil 019DS Filter Assy w/Neoprene 2-214 O-Ring
Nuclear Waste Partnership LLC	17-1097	IDOC-12135 NWP Payload Engineer CCE Support
Nuclear Waste Partnership LLC	18-3208	CCP certified waste for ARP and SRP - Lisa Frost
OAV CO, LLC	21-4184	Mod Air Bearing for Articulating Arm - CRP - CRPC6140
OC-IS LLC	20-5973	Award - Blanket Technical Services Agreement - OC-IS LLC
OC-IS LLC	20-5973-1	Mod 2 - Mike O'Connor (Trainer) - OC-IS
OC-IS LLC	205973-TS1	Mod 1 - Loren Peterson (Training Assessor) - OC-IS
Ojeda Business Ventures, LLC	18-8680	Staff Aug Blanket Master Agreement - Ojeda and subsequent releases
Old Faithful Beverage Co.	21-639	FY21 Subcontract Old Faithful

IDAHO CLEANUP PROJECT (ICP)

SECTION H

CONTRACT NO. 89303321DEM000061

MOD P001242

Subcontractor Name	Subcontract Number	Title/Description
Omega Consultants Inc.	16-3013	Staff Aug - Omega - Tech Support
Omega Consultants Inc.	19-8628	BTSA Omega Consultants
Orion Registrar Incorporated	17-5001	MOD 4: INTEC Envir. Support
Pacific Mobile Structures, Inc.	13-247A	Rental of Office Trailer @ AMWTP (Pacific)
Pacific Mobile Structures, Inc.	15-2986A	Additional funding for leases (Pacific Mobile)
Pacific Mobile Structures, Inc.	18-2513	IDOC-13113 - IWTU Construction Crew Trailer Lease
Pacific Mobile Structures, Inc.	20-7572	David Evans RFP No. 8620 - INTEC Trailer Lease
Pacific Mobile Structures, Inc.	21-1039	INTEC-WM Comfort Station & Double Wide Trailer Quotes
Pacific Mobile Structures, Inc.	21-2373	MOD 5: Trailers & Connexes for NRF D&D
PAR Inc.	20-501	PAR and spare parts
Particulate Solid Research Inc.	17-7182	Consulting Engineering Services
Perma-Fix Environmental Services, Inc.	800440	Perma-Fix Environmental
Phenix Construction Co. LLC dba Phenix of Idaho	21-1284	Re-routed for onsite approvals - RUSH Civil installation of D&D Support Infrastructure at NRF
Piercan USA Inc.	22-324	DPS Gloves Left/Right 10 1/2 size
Portable Restroom Trailer Sales, Inc	22-501	4 Station Decon trailer to support NRF D&D
Porter's Supply & Distributing, Inc.	15-680A	Office and Janitorial Supplies (Porter's)
Power Engineering, Co., Inc.	17-3752	Mod Cooling Tower Maintenance at IF
Praxair Inc.	823022	CO2 Supply
Precision Glass & Aluminum, Inc.	21-4652	Service Tech from Precision Glass & Aluminum, Inc.
Premier Truck Sales and Rental	21-6427	Lease-equipment-Palift hook truck
Promantis, Inc	20-8422	Master Blanket Task Agreement- Promantis
Regan Technologies Corporation	20-5482	MS Enterprise Agreement - Regan Tech (Year 2)
Regan Technologies Corporation	20-5494	MS Enterprise Agreement RBC20042802.R2
Regan Technologies Corporation	20-5517	True Up to Enrollment 8066935 (Year 1)
Regan Technologies Corporation	20-5526	MS Enterprise Agreement - RBC20041710 (Year 2)
Rich Industries	21-6508	Drum Liner Transfer Bags
RM Lab LLC dba Express Lab	21-2439	MOD 6: Express Lab - COVID-19 Testing
Rubb Building Systems Inc.	21-7837	No on-site work - Prefabricated Maintenance Shop to Support NRF D & D (RUBB Structure)
Sargent & Lundy LLC	18-7525	Engineering Blanket - Short Term Scope
Savannah River Nuclear Solutions, LLC (SRNS)	18-5554	Mod SRNL ~ ARP-V Event Investigation Support
Savannah River Nuclear Solutions, LLC (SRNS)	20-3114	Mod SARP Review of the 8-120B Cask
Savannah River Nuclear Solutions, LLC (SRNS)	20-7255	SRNL - Leo Thompson
Savannah River Nuclear Solutions, LLC (SRNS)	21-4822	Mike Conaway, SRNL, Perform Safety Culture Asmt., Fluor Idaho
Schindler Elevator Corp.	11-559A	Vendor repair to elevator #10
Schindler Elevator Corp.	17-5086	Elevator Maint (INTEC)
SD Myers Inc.	800455	SD Myers Inc. Services
SE&C LLC	19-5135	Technical Support Blanket Master Agreement

Subcontractor Name	Subcontract Number	Title/Description
Selective Adsorption Associates Inc.	22-905	IWTU GAC bed replacement
SGS North America Inc.	21-4200	SGS Galson Sampling
SIMCO	18-6319	Simco Calibration
Sisense, Inc.	18-5997	Business Intelligence Software to Replace the Internal Dashboard
Skolnik Industries	17-2100	Puck Drums
Skolnik Industries	21-7955	SRP 55 Gallon Drums w/liner
Snake River Striping and Asphalt Maintenance	21-7955	Asphalt Maintenance
Southwest Research Institute	800303	Sampling & Analysis
Sparta Systems Inc.	20-2793	TrackWise Renewal
Sparta Systems Inc.	21-2750	TrackWise Renewal
Spectra Tech, Inc.	19-2777	Spectra Tech, Inc. - BTSA
Sphera Solutions	800310	Comply Plus Web
Staton Professional Solutions, LLC	19-6175	BTSA - Staton Professional Solutions, LLC
Sterling Computers Corporation	20-5097	Server Configuration Monitor - Licensing
STERLING ENG & CON GROUP, LLC	19-5135	BTSA - Sterling Eng & Consulting
Studsvik, Inc.	16-3007	Technical Support Services in Support of IWTU
Suburban Propane	18-1187	RWMC-ARP Propane
System Technology Inc.	21-6085	Dact-E3 Board
Test America	Multiple	Sampling & Analysis
Teton Environmental Health LLC	20-5793	Teton Environmental Health BTSA
Teton Environmental Health LLC	20-5793-1	Mod 2 - Debra Nims (IH) - Teton Environmental
Texas Medical Screening, Inc.	800314	Blood Pressure Machine
TFE, Inc.	19-3614	Blanket Master Agreement - Technical Support
TFE, Inc.	21-6704	TFE, Inc. Tech Support- Dave Lent
TFE, Inc.	21-6734	TFE, Inc. Tech Support- Jimmy Spells
The Asbestos Institute, Inc.	18-6942	Asbestos Instructor for Teaching Asbestos Class
Thorne and Associates	16-3015	Staff Aug - Thorne & Associates Tech Support
Total Safety Supplies & Solutions	21-683	Hypalon Gloves
Tradewind Services LLC	19-1949	Staff Aug Blanket Agreement - Trade Wind Services, LLC
Traynor Technical Project Services, LLC	18-425	Technical Services Agreement
TSI Inc.	823807	Shannon Griggs - Portacount Calibration
Turnkey Technical Services, LLC	12-399C	Reserved for MLLW and LLW Transportation
Unitech Services Group	18-1382	Basic Order Agreement - UNITECH and subsequent releases
United Rentals (North America) Inc	19-2583	IWTU Simulant Tanks Rental
USDA Animal and Plant Health Inspection SRV	20-1149	Mod Services to Protect Employees' Health and Safety from Wildlife
Valley Ready Mix	17-7010	INTEC-Tank Farm / Concrete
Vault Medical Services P.A.	20-6857	Vault Medical Services Perform COVID-19 Testing
Vertiv Corporation	10-1651A	UPS Service Agreement
Vivek P. Utgikar	16-3029	IDOCS 11695 Support to the IWTU Technical Review Dr. Vivek Utgikar
VJ TECHNOLOGIES	800420	V.J. Technologies support RH TRU RTR

Subcontractor Name	Subcontract Number	Title/Description
Walsh Engineering Services, PC	17-527 R6	Mod: 17-527 R6 Cathodic Protection
Walsh Engineering Services, PC	18-6020	Training Specialist Staff Aug Position - Mack Smith
Walsh Engineering Services, PC	19-226	Walsh Engineering Short Term Support
Walsh Engineering Services, PC	20-1285	Master Blanket Task Agreement- Walsh Engineering
Waste Control Specialists, LLC	16-3003	Staff Aug Blanket Master Agreement - Waste Control Services
Watercare Industrial Services, Inc	21-7535	WO# 577829 & 577827_Vulnerabilities Sub Support - Cronquist
Weidner & Associates	17-1998	MSA Respirator Service and Repair - Nate
West Tech Machine	21-4206	Miscellaneous Fabrication at West Tech for CRP
Western Recycling & Records Destruction	800419A	ICP Recycling & Records Destruction
Western States Equipment	18-5649	On-Site Mis Repairs on Government Owned Equipment on an As Needed Basis
Western States Equipment	19-4317	13905 P Gray-Air Compressor Rental INTEC WM
Western States Equipment	19-6433	Mod Rental of All Terrain Lift and Man Lift for EBR-II to RSWF
Western States Equipment	800008-001	Western States - Equipment Maintenance ICDF, INTEC, RWMC
Western States Equipment	21-6779	Equipment for NRF
Western States Equipment	21-6781	Equipment for NRF
Western States Equipment	21-6949	Equipment for NRF
Western States Equipment	21-7366	Generator to support D&D at NRF
Western States Equipment	22-293	CAT Radiator
Western States Equipment	22-351	Equipment to support NRF D&D (Genie duct jacks)
Wheeler Electric	17-3425	Electrical Maintenance Services IF Facilities
Wheeler Electric	19-5375	Blanket Master Agreement for On-Site Facilities Electrical Services
Wheeler Electric	21-6241	Electrical Installation of D&D Support Infrastructure at NRF IAW SPC-2925
Williams Scotsman, Inc.	17-5646	IWTU Temporary Office Trailer
Williams Scotsman, Inc.	19-1719	MFC D&D Trailer lease
Yellowstone Management Group, LLC	15-3076A	Lease of Yellowstone Warehouse
Yost Business Systems	18-3050	Purchase/Lease, Maintenance, Service and Repair of Convenience Copiers
North Wind Portage	**Multiple 16-3001 Blanket Master	Staff Aug
North Wind Portage	***Multiple 16-3002 Blanket Master	Staff Aug for Data Validation

** Subcontract will be replaced with successor contractor Idaho Environmental Coalition LLC teaming subcontractors or other small business(es) no later than the period of performance end date of Task Order-2, Implementation Period, of April 30, 2022.

*** Subcontract will continue as corporate reachback during Task Order-2, Implementation Period.

Current Subcontracts with Spectra Tech, Inc. to Continue:

Subcontractor Name	Subcontract Number	Title/Descript
Century Link	5-DCKGPLC7	Internet and Phones (Company now called Lumen)
Central Weld County Water	122618 Veolia/WAI	Water
Faith Enterprises, Inc.	VNSFS15- 105/WAI18051	General Contractor, Electrical
Fusion	2020-006	Porta-Potty (Contract with STI)
Laudauer	WAI/Veolia	Environmental and Personnel Dosimetry
MDI TELECOM/SYNCWORKS	Previous PO: VNSFS- 21-007/Veolia Nuclear Solutions/ VNS Federal Services	Security, NTP processor repair
Prometheus Security	PSGQ2414	Security System Maintenance
Rocky Mountain Access Controls	Customer ID: WAS100	Turnstile Maintenance
Smith's Detection	Contract No: 5020397	X-Ray Inspection/Sabre Repair (2 different groups)
Schneider Electric	Case No: 83122531	UPS Repair/Inspection
Royal Restrooms	03-0107 VNS Federal Services	Temporary Restrooms
Videotronix Incorporated (VTI)	Customer No: VTI1001492	Security Cameras
Wazee Crane (Timkin)	Acct No. 14818	Crane Inspection, Crane Operator Training, Hoisting and Rigging Inspections
Wilscot	W1048402	Temporary Trailers (contract with STI)
Xcel Energy	53-0011233165-5	Power

**H.31 DOE-H-2045 CONTRACTOR COMMUNITY COMMITMENT (OCT 2014)
 (REVISED)**

- (a) The Contractor shall submit to DOE an annual plan for community commitment activities and report on program progress semi-annually.
- (b) The Contractor's annual plan for community commitment activities will identify those meaningful actions and activities that it intends to implement within the surrounding counties and local municipalities. The Contractor may engage in any community actions or activities it determines meets the objectives of DOE's community commitment policy. It is the policy of the DOE to be a constructive partner in the geographic region in which DOE conducts its business. The basic elements of this policy include: (1) Recognizing the diverse interests of the region and its stakeholders, (2) engaging regional stakeholders in issues and concerns of mutual interest, and (3) recognizing that giving back to the community is a worthwhile business practice. Accordingly, the Contractor agrees that its business operations and performance under the Contract will be consistent with the intent of the policy and elements set forth above. Actions and activities in the areas listed below are representative of the areas in which the Contractor may choose to perform. However, the list is not all-inclusive and is not intended to preclude the Contractor from initiating and

performing other constructive community activities nor involvement in charitable endeavors it deems worthwhile.

(1) Regional educational outreach programs. The objectives of these programs include teacher enhancement, student support, curriculum enhancement, educational technology, public understanding, and providing the services of contractor employees to schools, colleges, and universities. Regional educational outreach programs could involve providing contractor employees the opportunity to improve their employment skills and opportunities by an educational assistance allowance, provision for outside training programs either during or outside regular work hours, or executive training programs for non-executive employees. This could also involve participating in activities that foster relationships with regional educational institutions and other institutions of higher learning, or encouraging students to pursue science, engineering, and technology careers.

(2) Regional purchasing programs. The Contractor may conduct business alliances with regional vendors. These alliances may include training and mentoring programs to enable regional vendors to compete effectively for subcontracts and purchase orders and/or assistance with the development of business systems (accounting, budget, payroll, property, etc.), to enable regional vendors to meet the audit and reporting requirements of the Contractor and DOE. These alliances may also serve to encourage the formation of regional trade associations, which will better enable regional businesses to satisfy the Contractor's needs.

The Contractor may coordinate and cooperate with the Chambers of Commerce, Small Business Development Centers, and like organizations, and make prospective regional vendors aware of any assistance that may be available from these entities. DOE encourages the use of regional vendors in fulfilling contract requirements.

(3) Community support. The Contractor may directly sponsor specific local community activities or sponsor individual employees to work with a specific local community activity. The Contractor may provide support and assistance to community service organizations. The Contractor may support strategic partnerships with professional and scientific organizations to enhance recruitment into all levels of its organization.

(c) The Contractor may use fee dollars to pay for its community commitment actions, as it deems appropriate. All costs to be incurred by the Contractor for community commitment actions and activities are unallowable and non-reimbursable under the contract.

(d) The Contractor shall encourage its subcontractors, at all tiers, to participate in these activities.

H.32 RESERVED

H.33 DOE-H-2048 PUBLIC AFFAIRS – CONTRACTOR RELEASES OF INFORMATION (OCT 2014)

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

H.34 INFORMATION

Management of Information Resources. The Contractor shall design and implement Information Resources Management (IRM) capabilities as required to execute this Contract in accordance with the Office of Management and Budget (OMB) Circular A-130, Management of Federal Information Resources.

- (a) Release of Information. The Contractor shall provide timely, accurate, and complete responses to information requested by DOE to comply with Freedom of Information Act and Privacy Act requirements. The Contractor shall develop, plan and coordinate proactive approaches to dissemination of timely information regarding DOE unclassified activities. This will be accomplished through coordination with DOE. Proactive communications or public affairs programs will include or make use of a variety of tools including open houses, newsletters, press releases and/or conferences, audio/visual presentations, speeches, forums, and tours. The Contractor shall implement this responsibility through coordination with DOE in such a manner that the public, whether it is the media, citizen's groups, private citizens or local, state or Federal Government officials, has a clear understanding of DOE activities at the INL.
- (b) Unclassified Controlled Nuclear Information (UCNI). Documents originated by the Contractor or furnished by the Government to the Contractor, in connection with this contract, may contain Unclassified Controlled Nuclear Information as determined pursuant to Section 148 of the Atomic Energy Act of 1954, as amended. The Contractor shall be responsible for protecting such information from unauthorized dissemination in accordance with DOE regulations and directives and Section I Clauses entitled, *DEAR 952.204-2, Security Requirements and DEAR 952.204-70, Classification/Declassification*.
- (c) Confidentiality of Information. To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically

authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:

- (1) Information which, at the time of receipt by the Contractor, is in the public domain;
 - (2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
 - (3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
 - (4) Information which the Contractor can demonstrate was received by it from a third party that did not require the Contractor to hold it in confidence.
- (d) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access to such information, whereby the employee agrees that he/she will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.
- (e) The Contractor agrees, if requested by the Government, to sign an agreement identical in all material respects to the provisions of this subparagraph (f), with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. Upon request from the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.
- (f) The Contractor agrees that upon request by DOE, it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.
- (g) The Government reserves the right to require the Contractor to include this Clause or a modified version of this Clause in any subcontract as directed in writing by the Contracting Officer.

H.35 DOE-H-2052 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR (OCT 2014) (REVISED)

The Contractor's Representations, Certifications, and Other Statements, dated [Offeror Fill-In] made in response to Solicitation No. [Offeror Fill-In] are hereby incorporated into the contract.

**H.36 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 CO 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 CO 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 CO 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.37 DOE-H-2058 DESIGNATION AND CONSENT OF TEAMING SUBCONTRACTS – ALTERNATE I (OCT 2014) (REVISED)

(a) The following subcontractors have been determined to be Teaming Subcontractors, including, but not limited to, the potential scope of work each Teaming Subcontractor may perform subject to cost reasonableness, funding availability, and capability to perform work:

- Navarro Research and Engineering, Inc.
- Oak Ridge Technologies, LLC
- Spectra Tech, Inc.

Potential Scope of Work:

- Facility Closure
- Waste Operations
- Environmental Support
- Construction Support
- Nuclear Safety
- Spent Nuclear Fuel (SNF) Management Support
- Management of NRC Licensed Facilities
- Staff Augmentation

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

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

H.38 DOE-H-2059 PRESERVATION OF ANTIQUITIES, WILDLIFE, AND LAND AREAS (OCT 2014)

- (a) Federal Law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics and artifacts. The Contractor shall control the movements of its personnel and its subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to report to the Contracting Officer the existence of any antiquities so discovered.
- (b) The Contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat mitigation plans and permits. Furthermore, all wildlife must be protected consistent with programs approved by the Contracting Officer.
- (c) Except as required by or specifically provided for in other provisions of this contract, the Contractor shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the job site without the prior approval of DOE or its designee.

H.39 DOE-H-2061 CHANGE ORDER ACCOUNTING (OCT 2014)

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

H.40 DOE-H-2063 CONFIDENTIALITY OF INFORMATION (OCT 2014) (REVISED)

- (a) Performance of work under this Contract may result in the Contractor having access to Controlled Unclassified Information (CUI), including Official Use Only (OUO) information, via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such CUI includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Government or other companies or organizations. The Contractor shall treat this information as confidential and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the CO.
- (b) The restrictions set out in paragraph (a) above, however, do not apply to:
 - (1) Information which, at the time of receipt by the Contractor, is in the public domain;

- (2) Information which, subsequent to receipt by the Contractor, becomes part of the public domain through no fault or action of the Contractor;
 - (3) Information which the Contractor can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained by performing work under this contract;
 - (4) Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence; or
 - (5) Information which is subject to release under applicable law.
- (c) The Contractor shall obtain a written agreement from each of its employees who are granted access to, or furnished with, confidential information, whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract. The agreement shall be in a form satisfactory to the CO.
- (d) Upon request of the CO, the Contractor agrees to execute an agreement with any party which provides CUI to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of CUI obtained by the Contractor. A copy of the agreement, which shall include all material aspects of this clause, shall be provided to the CO for approval.
- (e) Upon request of the CO, the Contractor shall supply the Government with reports itemizing the confidential or proprietary information it receives under this contract and identify the source (company, companies or other organizations) of the information.
- (f) The Contractor agrees to flow down this clause to all subcontracts issued under this contract.

H.41 DOE-H-2064 USE OF INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND THIRD PARTY SERVICES - ALTERNATE I (OCT 2014)

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

- (b) The Contractor shall immediately provide written notice to the Contracting Officer's Representative when an employee of the Contractor no longer requires access to the Government information technology systems.
- (c) The Contractor shall not violate any software licensing agreement or cause the Government to violate any licensing agreement.
- (d) The Contractor agrees that its employees will not use, copy, disclose, modify, or reverse engineer existing computer software provided to it by the Government except as permitted by the license agreement or any other terms and conditions under which the software is made available to the Contractor.
- (e) If at any time during the performance of this contract the Contractor has reason to believe that its utilization of Government furnished existing computer software may involve or result in a violation of the software licensing agreement, the Contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the Contractor shall continue performance of the work required under this contract without utilizing the software.
- (f) The Contractor agrees to include the requirements of this clause in all subcontracts at any tier.
- (g) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified below in implementing the requirements of this clause. The Contracting Officer, may, at any time, unilaterally amend this clause in order to add, modify or delete specific requirements.

H.42 DOE-H-2068 CONFERENCE MANAGEMENT (MAR 2023)

The Contractor agrees that:

- (a) The Contractor shall ensure that contractor-sponsored conferences, and contractor participation in DOE conferences sponsored by a Departmental Element, 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 shall ensure its sponsored 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 by the Federal Travel Regulation (FTR) as "[a] meeting, retreat, seminar, symposium, or event that involves attendee travel. The term 'conference' also applies to training activities that are considered to be conferences under 5 C.F.R. 410.404." Additionally, the Department's conference activity reporting guideline expands the FTR conference definition to disregard attendee travel as a determining factor, i.e., reporting can be required without the existence of attendee travel.
- (c) Contractor-sponsored conferences include those events that meet the Department's expanded conference definition, and a DOE contractor holds the role of primary decision-

maker for key planning items such as conference theme, agenda, location/venue, dates, and conference participation.

- (d) Merely providing the contractor's facility space for a conference, or contractor staff participating in a conference, or procuring conference booth space, giving speech, or serving as an honorary chairperson does not connote contractor sponsorship.
- (e) The Contractor will provide information on conferences they plan to sponsor, when expected costs exceed \$100,000 in net costs to the Department, 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, attendee registration costs;
 - (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 CO and approved by the corresponding federal executive oversight entity.
- (g) For DOE-sponsored conferences (i.e., sponsored by a Departmental Element), the contractor will not expend funds on the proposed conference that exceeds \$100,000 in net estimated DOE cost, until it is approved in the Conference Management Tool by the management of the Departmental Element sponsoring the conference.
 - (1) DOE-sponsored conferences include events that meet the Department's expanded conference definition, and a Departmental Element holds the role of primary decision-maker for key planning items such as conference theme, agenda, location/venue, dates and conference participation.
 - (2) Merely providing Federal facility space for a conference, or Federal staff participating in a conference, or procuring booth space, giving a speech, or serving as an honorary chairperson does not connote DOE 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 conferences sponsored by a non-DOE external entity, the Contractor shall develop and implement a process to ensure costs related to conferences are tracked, allowable, allocable, reasonable, and further the mission of DOE/NNSA.
- (i) Contractors are not required to enter information on non-sponsored conferences in DOE's Conference Management Tool.

H.43 DOE-H-2069 PAYMENTS FOR DOMESTIC EXTENDED PERSONNEL ASSIGNMENTS (OCT 2014) (REVISED)

- (a) Definition. For purposes of this clause, “domestic extended personnel assignments” are defined as any assignment of contractor personnel to a domestic location different than (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 en route travel) unless the contractor employee maintains a residence at the permanent duty station.
 - (3) The Government will not reimburse costs associated with salary premiums, per diem, lodging, or other subsidies for contractor employees on domestic extended personnel assignments after 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.44 DOE-H-2070 KEY PERSONNEL – ALTERNATE I (OCT 2014) (REVISED)

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

Table H-1. Key Personnel.

Name	Position
Daniel Coyne	President and Program Manager
Bill Kirby	Chief Operating Officer
Eric Mickelsen	Safety, Health, Quality, & Security Sr Director
Kimberli Southwick	Business Services & PCO Sr Director
Benjamine Roberts	Essential Missions Sr Director
Dana Kirkham	Environmental Services & Strategic Affairs Sr. Director

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

- (1) Key personnel team requirements. The CO and designated COR(s) shall have direct access to the key personnel assigned to the contract. All key personnel shall be assigned full-time to their respective positions and their permanent duty station is located on the INL Site or within the local area. The Contractor shall notify the CO and request approval in writing at least 60 days in advance of any changes to key personnel.
- (2) No key person position shall remain vacant for a period more than 30 days following CO approval of a change in key personnel, or the Contractor will be subject to

reduction of fee according to (c)(1) or (c)(2) below respective to the key position vacated

- (3) Approval of changes to key personnel is at the unilateral discretion of the CO.
- (b) Definitions. In addition to the definitions contained in the clause DEAR 952.215-70, the following shall apply:
- (1) Key personnel are considered “managerial personnel” under the clause DEAR 952.231-71 entitled, *Insurance – Litigation and Claims*.
- (2) For the purposes of this Clause, “Changes to Key Personnel” is defined as: (i) any change to the position assignment of a current key person under the Contract, except for a person who acts for short periods of time, in the place of a key person during his or her absence, the total time of which shall not exceed 30 working days during any given year (ii) utilizing the services of a new substitute key person for assignment to the Contract beyond 30 working days; or (iii) assigning a current key person for work outside the Contract.
- (3) For the purposes of this Clause, “Beyond the Contractor’s Control,” is defined as an event for which the Contractor lacked legal authority or ability to prevent “Changes to Key Personnel.”
- (c) Contract fee reductions for changes to Key Personnel.

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

- (1) Notwithstanding the approval by the CO, any time the Program Manager is removed, replaced, or diverted within three years of being placed in the position, the earned fee under the Contract may be permanently reduced by **\$1,000,000** for each and every such occurrence. A change to a key person “Beyond the Contractor’s Control” shall not result in a permanent reduction of fee under this subsection.
- (2) Notwithstanding the approval by the CO, any time a key person other than Program Manager is removed, replaced, or diverted within three years of being placed in the position, the earned fee may be permanently reduced by up to **\$500,000** for each and every such occurrence. A change to a key person, other than the Program Manager, “Beyond the Contractor’s Control” shall not result in a permanent reduction of fee under this subsection.
- (3) The Contractor may request in writing that the CO consider waiving all or part of a reduction in earned fee. Such written request shall include the Contractor’s basis for the removal, replacement, or diversion of any key personnel. The CO shall have the unilateral discretion to make the determination to waive all or part of the reduction in earned fee.

H.45 DOE-H-2071 DEPARTMENT OF ENERGY DIRECTIVES (OCT 2014)

- (a) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy (DOE) directives or parts thereof listed in Section J, Attachment J-3.
- (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 changes clauses in Section I of this contract.
- (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.46 DOE-H-2072 USE OF GOVERNMENT VEHICLES BY CONTRACTOR EMPLOYEES (OCT 2014)

- (a) The Government will provide Government-owned and/or Government-leased motor vehicles for the Contractor's use in performance of this contract in accordance with the clause FAR 52.245-1 entitled, *Government Property* and FAR 52.251-2 entitled, *Interagency Fleet Management System Vehicles and Related Services*.
- (b) The Contractor shall ensure that its employees use and operate Government-owned and/or Government-leased motor vehicles in a responsible and safe manner to include the following requirements:
 - (1) Use vehicles only for official purposes and solely in the performance of the Contract.

- (2) Do not use vehicles for transportation between an employee's residence and place of employment, unless authorized by the CO.
- (3) Comply with Federal, state and local laws and regulations for the operation of motor vehicles.
- (4) Possess a valid state, District of Columbia, or commonwealth's operator license or permit for the type of vehicle to be operated.
- (5) Operate vehicles in accordance with the operator's packet furnished with each vehicle.
- (6) Use seat belts while operating or riding in a Government vehicle.
- (7) Do not use tobacco products while operating or riding in a Government vehicle.
- (8) Do not provide transportation to strangers or hitchhikers.
- (9) Do not engage in "text messaging" while operating a Government vehicle, which includes those activities defined in the clause FAR 52.223-18 entitled, *Encouraging Contractor Policies to Ban Text Messaging While Driving*.
- (10) In the event of an accident, provide information as may be required by state, county or municipal authorities and as directed by the CO.

(c) The Contractor shall:

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

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

H.47 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.48 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.49 DOE-H-2078 MULTIFACTOR AUTHENTICATION FOR INFORMATION SYSTEMS

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

H.50 DOE-H-2080 AGREEMENT REGARDING 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 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 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 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.

OTHER CLAUSES

H.51 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 Fixed-Price (FP) or Cost-Reimbursement (CR) as directed by the Request for Task Order Proposal (RTP).
- (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) Discussion of the technical approach for performing the work;
 - (2) Date of commencement of work and any necessary revision to the schedule of performance stipulated by the Government;
 - (3) A fragnet of the detailed resource-loaded schedule for that Task Order's scope of work. The Contractor shall also provide a copy of the Integrated Master Schedule (IMS) showing the inclusion of the proposed Task Order's scope of work identifying the logic ties and dependencies between already contracted Task Order scopes of work and the new Task Order work scope. This IMS copy forms the basis for the Baseline Change Request (BCR) or Baseline Change Proposal (BCP) upon Task Order award. Both the schedule fragnet and the IMS schedules submitted as part of the Task Order proposal must meet EVMS requirements (including required task order baseline submission representing the cost, schedule, and entire scope over the period of performance of the associated task);
 - (4) The Contractor shall submit Task Order proposals in accordance with FAR Part 15, Table 15-2 – Instructions for Submitting Cost/Price Proposals When Certified Cost or Pricing Data Are Required. If the value of the Task Order Proposal does not exceed the threshold for certified cost or pricing data, the CO may require information other than cost or pricing data, including information related to prices and cost that would otherwise be defined as cost or pricing data if certified. Information other than cost or pricing data may be submitted in the Contractor's own format, unless the CO decides that use of a specific format is essential and the format has been described in the RTP. Additionally, the Contractor shall utilize the rates included in Attachment J-11, IDIQ Labor Rate Schedule, for applicable labor categories;
 - (5) WBS Dictionary Sheets required to a WBS level to be determined post award by DOE (the WBS submittal shall include a data column which cross references the WBS elements at the lowest level to the appropriate Contract Line Item Number);

- (6) Time-phased cost estimate at the WBS or Control Account level (to be determined by DOE);
 - (7) Basis of estimate at the WBS level or Control Account level (to be determined by DOE);
 - (8) Task Order proposals shall comply and be in accordance with FAR Part 31 – Contract Cost Principles and Procedures;
 - (9) Proposed deviations (if any) from the stated PWS requirements;
 - (10) Contractor’s proposed fee or profit, which must adhere to the criteria within Section B.5 DOE-B-2015 Task Order Fee/Profit Ceiling (Oct 2014) (Revised);
 - (11) Any other information required to determine the reasonableness of the Contractor’s proposal; and
 - (12) As applicable, Task Orders issued under this contract shall clearly identify the risk ownership for both the Government and the Contractor such that contract changes are reduced to the maximum extent practicable.
- (g) With the exception of the Transition Task Order, the Contractor’s Task Order Proposals shall include separate small business subcontracting goals that afford small businesses with the maximum practicable opportunity to participate in Task Order performance consistent with efficient performance. In developing its proposed separate small business subcontracting goals, the Contractor shall establish minimum goals for each small business category for each Task Order to ensure overall cumulative compliance with the following small business subcontracting goals for the Master IDIQ Contract:

Small Business Category	Small Business Goals
Small Businesses (categories below are subsets within this category)	49%
Veteran-Owned Small Business (VOSB)	3%
Service-Disabled Veteran-Owned Small Business (SDVOSB)	4%
Historically Underutilized Business Zone (HUBZone)	3%
Small Disadvantaged Business	6%
Women-Owned Small Business	5%
*The small business subcategories may not necessarily add up to the overall percentage in the Small Business category, since some small businesses may not fall into any of the subcategories, while others may fall into more than one subcategory.	

Proposed small business subcontracting goals shall be the percent of total subcontracted work specified in each Task Order in compliance with the Contractor’s Master Small Business Subcontracting Plan, the requirements of the Section H clause entitled, *Subcontracted Work*, and FAR 52.219-9. With each Task Order Proposal, the Contractor shall submit a revised Section J, Attachment J-9, *Master Small Business Subcontracting Plan*.

- (h) The Contractor's Task Order proposal is subject to review and acceptance by the CO or his/her designee. The CO will either accept the terms and conditions of 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, Cost-Plus-Award-Fee, Cost-Plus-Incentive-Fee, etc., 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, material, equipment, facilities) authorized.
 - (7) Delivery/performance schedule including start and end dates.
 - (8) Accounting and appropriation data.
- (i) The Contractor shall provide acknowledgement to the CO of receipt of the Task Order within two (2) business days after receipt.
- (j) The Contractor shall deliver all Task Order specific deliverables as stated in the Task Order.

H.52 SUBCONTRACTED WORK

The Contractor shall subcontract (in accordance with the definition at FAR Subpart 44.1) at least fifteen (15) percent of the cumulative value of Task Orders (excluding the Transition Task Order) issued under this contract to small businesses. The Contractor's subcontracted work shall be in compliance with the approved Section J, Attachment J-9 entitled, *Master Small Business Subcontracting Plan* and the separate subcontracting goals submitted and approved at the Task Order level. Unless otherwise approved in advance by the CO, work to be performed by subcontractors selected after Contract and Task Order award shall be acquired through competitive procurements, to the extent required, with an emphasis on fixed-price subcontracts to the extent practicable. The use of cost-reimbursement, time-and-materials, and labor-hour subcontracts shall be minimized.

The separate subcontracting goals submitted at the Task Order level shall identify timely, discrete, and meaningful scopes of work that can be awarded to small business concerns. Meaningful work is work that is important to the performance of the technical and management approach defined by the prime contractor. It is characterized by strong technical content (e.g., discrete and distinct technical or programmatic scopes of work) and contributes to the successful achievement of DOE's goals. It should have a performance-based outcome that directly

contributes to the overall contract outcome(s). Also, the Contractor shall respond to past performance inquiries for subcontractors upon request from DOE and other Federal agencies.

H.53 PARENT ORGANIZATION SUPPORT

- (a) For onsite work, fee generally provides adequate compensation for parent organization expenses incurred in the general management of this Contract. The general construct of this Contract results in minimal parent organization investment (in terms of its own resources, such as labor, material, overhead, etc.) in the Contract work. DOE provides Government-owned facilities, property, and other needed resources.

Accordingly, allocations of parent organization expenses are unallowable for the prime contractor, teaming subcontractors, and/or teaming partners, unless authorized by the CO in accordance with this Clause.

- (b) The Contractor may propose, or DOE may require, parent organization support to:
- (1) Monitor safety and performance in the execution of Contract requirements;
 - (2) Ensure achievement of Contract environmental cleanup and closure commitments;
 - (3) Sustain excellence of Contract key personnel;
 - (4) Ensure effective internal processes and controls for disciplined Contract execution;
 - (5) Assess Contract performance and apply parent organization problem-solving resources on problem areas; and
 - (6) Provide other parent organization capabilities to facilitate Contract performance.

H.54 SUBCONTRACTOR TIMEKEEPING RECORDS SIGNATURE REQUIREMENT

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

standards, if conducted internally, or unmodified Generally Accepted Government Auditing Standards (GAGAS), if conducted externally. This Clause shall be flowed down to all non-fixed-price subcontracts at all tiers.

H.55 ENERGY EMPLOYEES OCCUPATIONAL ILLNESS COMPENSATION PROGRAM ACT (EEOICPA)

The Contractor shall provide support of the EEOICPA established under Title XXXVI of the National Defense Authorization Act of 2001 (Public Law 106-398). The Contractor shall provide records in accordance with the Section I Clause entitled, DEAR 970.5204-3, Access to and Ownership of Records in support of EEOICPA claims and the claim process under the EEOICPA.

The Contractor shall:

- (a) Verify employment and provide other records which contain pertinent information for compensation under the EEOICPA. The Contractor shall provide this support for itself and any named subcontractors' employees;
- (b) Provide reports as directed by DOE, such as costs associated with EEOICPA;
- (c) Provide an EEOICPA point-of-contact; this employee shall attend meetings, as requested by DOE;
- (d) Locate, retrieve and provide a copy of any personnel and other program records as requested;
- (e) Perform records research needed to complete the Department of Labor (DOL) claims or to locate records needed to complete the claims or other related EEOICPA requests;
- (f) Ensure cost information is submitted to the DOE EEOICPA Point of Contact (POC) by the tenth of each month; and
- (g) Ensure all EEOICPA Claims received are completed and returned to DOE within 45 calendar days of the date entered in the Federal Compensation Program Act (FCPA) electronic reporting system.

H.56 ALLOCATION OF RESPONSIBILITIES FOR ENVIRONMENTAL COMPLIANCE

This clause allocates the responsibilities of DOE and the Contractor, referred to collectively as 'the Parties,' for implementing the environmental requirements at facilities within the scope of the contract. In this clause, the term 'environmental requirements' means requirements imposed by applicable Federal, state and local environmental laws and regulations, including, without limitation, statutes, executive orders, ordinances, regulations, court orders, consent decrees, administrative orders or compliance agreements, consent orders, permits, and licenses. The Contractor shall follow the Environmental Regulatory Structure and Interface Protocol for the

ICP Contractor throughout the environmental review and performance of activities and actions. The Contractor is required to comply with permits, consent decrees, administrative orders, and settlement agreements between the DOE and federal and state regulatory agencies.

- (a) Within 60 days after the Transition Task Order Notice to Proceed, the Contractor shall submit to the Contracting Officer for approval any proposed modifications to the current Environmental Regulatory Structure and Interface Protocol for the ICP Contractor incorporated as Section J, Attachment J-5. The protocol shall be structured to ensure that DOE and the Contractor have adequate knowledge of regulatory negotiations, discussions and agreements to protect their respective interests. Upon approval by the Contracting Officer, the Contractor shall adhere to the terms and condition of the protocol.

- (b) Purpose and Scope.

The central purpose of this section is to implement the intent of the Parties that liability and responsibility for civil fines or penalties arising from or related to violations of environmental requirements be borne by the Party that caused the violation. This clause resolves liability for fines and penalties though the cognizant regulatory authority may assess such fine or penalty upon either Party or both Parties without regard to the allocation of responsibility or liability under this Contract. This allocation of liability for such fine or penalty is effective regardless of which Party signs permit applications, manifests, reports or other required documents, is a permittee, or is the named subject of an enforcement action or assessment of a fine or penalty.

- (c) Enforcement Actions and Liability for Fines and Penalties.

Regardless of which party to this contract is the named subject (Contractor or DOE) of an enforcement action for noncompliance with the environmental, safety, health, or quality requirements by the cognizant regulatory authority; liability for payment of any fine or penalty as a result of Contractor actions or inactions is the responsibility of the Contractor, and the Contractor will either pay the fine or penalty or reimburse DOE (if DOE pays the fine or penalty). Cost of fines and penalties resulting from violations of, or failure of the Contractor to comply with Federal, State, local, or foreign laws and regulations, are unallowable except under the conditions specified at FAR 31.205-15.

- (d) Environmental Permits. This Clause addresses three permit scenarios, where the Contractor is the sole permittee; where the Contractor and DOE are joint permittees; and where multiple contractors are permittees.

- (1) Contractor as Sole Permittee. To the extent permitted by law and subject to other applicable provisions of the contract that impose responsibilities on DOE, and provisions of law that impose responsibilities on DOE or third parties, the Contractor shall be responsible for obtaining in its own name, shall sign, and shall be solely responsible for compliance with all permits, authorizations and approvals from federal, state, and local regulatory agencies which are necessary for the performance of the work required of the Contractor under this Contract.

Under this permit scenario, the Contractor shall make no commitments or set precedents that are detrimental to DOE or other Site contractors. The Contractor shall coordinate its permitting activities with DOE, and with other contractors which may be affected by the permit or precedent established therein, prior to taking the permit action. Whenever reasonably possible, all such materials shall be provided to DOE and other affected Site contractors not later than 90 days prior to the date they are to be submitted to the regulatory agency. Any such schedule revision shall be effective only upon approval from the CO.

- (2) DOE as Permittee, or Contractor and DOE as Joint Permittees. Where appropriate, required by law, or required by applicable regulatory agencies, DOE will sign permits as permittee, or as owner or as owner/operator with the Contractor as operator or co-operator, respectively. DOE will co-sign hazardous waste permit applications as owner/operator where required by applicable law. In this scenario, the Contractor shall coordinate its actions with DOE. DOE is responsible for timely notification to the Contractor of any issues or changes in the regulatory environment that impact or may impact contractor implementation of any permit requirement. The Contractor shall be responsible for timely notification to DOE of any issues or changes in the regulatory environment that impact or may impact contractor implementation of any permit requirement. Notification by the Contractor to DOE may be initially verbal with written documentation fully explaining the impact and the reason/rationale for the impact and possible consequences. Whenever reasonably possible all such materials shall be provided to DOE not later than 90 days prior to the date they are to be submitted to the regulatory agency.
- (3) Multiple Contractors as Permittees. Where appropriate, in situations where multiple contractors are operators or co-operators of operations requiring environmental permits, DOE will sign such permits as owner or co-operator and affected contractors shall sign as operators, or co-operators. In this scenario, the Contractor shall coordinate as appropriate with DOE and contractors affected by the permit.
- (b) Permit Applications. The Contractor shall maintain clear lines of authority and accountability regarding compliance with environmental requirements. At a minimum, the Contractor shall have a single point of accountability at the Site-area level (e.g., INTEC and RWMC) for all activities at those facilities. The Contractor may further delegate responsibility for individual buildings, permitted facilities, or similar discrete units provided there is adherence to the principle of single point of accountability. The Contractor shall provide to DOE for review and comment in draft form any permit applications and other regulatory materials necessary to be submitted to regulatory agencies for the purposes of obtaining a permit. Whenever reasonably possible all such materials shall be provided to DOE initially not later than 90 days prior to the date they are to be submitted to the regulatory agency. The Contractor shall normally provide final regulatory documents to DOE at least 30 days prior to the date of submittal to the regulatory agencies for DOE's final review and signature or concurrence. Special circumstances may require permits to be submitted in a shorter timeframe. As soon as the Contractor is aware of any such special

circumstance, the Contractor shall provide notice to DOE as to the timeframe in which the documents will be submitted to DOE. The Contractor may submit for DOE's consideration, requests for alternate review, comment, or signature, schedules for environmental permit applications or other regulatory materials covered by this Clause. Any such requests shall be submitted 30 days before such material would ordinarily be required to be provided to DOE. Any such schedule revision shall be effective only upon approval from the CO.

- (c) Copies, Technical Information. The Contractor shall provide DOE copies of all environmental permits, authorizations, and regulatory approvals issued to the Contractor by the regulatory agencies. DOE will, upon request, make available to the Contractor access to copies of environmental permits, authorizations, and approvals issued by the regulatory agencies to DOE that the Contractor may need to comply with under applicable law. The Contractor shall and DOE will provide to each other copies of all documentation, such as letters, reports, or other such materials transmitted either to or from regulatory agencies relating to the contract work. The Contractor and DOE shall maintain all necessary technical information and regulatory analysis required to support applications for revision of DOE or other Site contractor environmental permits when such regulatory analysis, applications or revisions are related to the Contractor's operations. Upon request, the Contractor or DOE shall provide to the other party access to all necessary and available technical information required to support applications for or revisions to permits or permit applications. Unless specific text is required by the regulation or permit, the Contractor shall provide to DOE a certification statement relating to such technical information in the form required by the following paragraph.
- (d) Certifications. The Contractor shall provide a written certification statement attesting that information DOE is requested to sign was prepared in accordance with applicable requirements. The Contractor shall include the following certification statement in the submittal of such materials to DOE:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted.

Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

The certification statement shall be signed by the individual authorized to sign such certification statements submitted to federal or state regulatory agencies under the applicable regulatory program.

- (e) Termination, Expiration, Permit Transfer. In the event of expiration or termination of this Contract, DOE may require the Contractor to take all necessary steps to transfer some or all environmental permits held by the Contractor. DOE will assume responsibility for such

permits, with the approval of the regulating agency, and the Contractor shall be relieved of all liability and responsibility to the extent that such liability and responsibility results from the acts or omissions of a successor Contractor, DOE, or their agents, representatives, or assigns. The Contractor shall remain liable for all unresolved costs, claims, demands, fines, and penalties, including reasonable legal costs, arising prior to the date such permits are transferred to another party. The Contractor shall not be liable for any such claims occurring after formal transfer unless said claims result from the Contractor's action or inaction that occurred prior to transfer.

- (f) Miscellaneous. The Contractor shall accept assignment or transfer of permits pertaining to matters under this Contract currently held by DOE and its existing Contractor. The Contractor may submit for DOE's consideration requests for alternate review, comment, or signature schedules for environmental permit applications or other regulatory materials covered by this Clause. Any such schedule revision shall be effective only upon written approval from the CO.

H.57 PARTNERING

The Contractor and the Government will establish a non-binding, signed Partnering Agreement for the ICP at the INL Site. The agreement will establish a common vision with supporting goals and objectives and expectations of doing business together in a manner that brings the best value to the Government. The Partnering Agreement will also include language regarding including Teaming Subcontractors in partnering discussions that involve Teaming Subcontractor scope. Partnering between DOE and the Contractor shall be conducted in a manner similar to the DOD Integrated Product and Process Development (IPPD) framework. The IPPD technique simultaneously integrates all essential activities to facilitate meeting cost and performance objectives.

H.58 LAWS, REGULATIONS, AND DOE DIRECTIVES

- (a) In performing work under this Contract, the Contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency. Section J, Attachment J-3, List A, Applicable Federal, State and Local Regulations may be appended to this Contract for information purposes. 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 pursuant to this paragraph.
- (b) In performing work under this Contract, the Contractor shall comply with the requirements of those Department of Energy directives, or parts thereof, identified in the List of Applicable Directives (List B) appended to this Contract, until such time as the Contracting Officer approves the substitution of an alternative procedure, standard, system of oversight, or assessment mechanism.
- (c) Except as otherwise directed by the Contracting Officer, the Contractor shall procure all necessary permits or licenses required for the performance of work under this Contract.

- (d) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.

H.59 NATIONAL NUCLEAR SECURITY ADMINISTRATION/ENVIRONMENTAL MANAGEMENT STRATEGIC SOURCING PARTNERSHIP

The Contractor shall participate in the National Nuclear Security Administration (NNSA)/Environmental Management (EM) Strategic Sourcing Partnership. Under this partnership, EM contractors shall work with the NNSA/EM Supply Chain Management Center to yield an enterprise-wide, synergistic strategic sourcing solution that leverages NNSA and EM purchasing power to gain pricing, processing, and report efficiencies to reduce costs overall for the Government.

H.60 MENTOR-PROTÉGÉ PROGRAM

Both DOE and the Small Business Administration (SBA) have established Mentor-Protégé Programs to encourage Federal prime contractors to assist small businesses, firms certified under Section 8(a) of the Small Business Act by the SBA, other small disadvantaged businesses, women-owned small businesses, historically black colleges and universities and minority institutions, other minority institutions of higher learning, and small business concerns owned and controlled by service-disabled veterans in enhancing its business abilities. During the Master IDIQ Contract ordering period (excluding the Transition Task Order), the Contractor shall mentor at least two (2) active Protégés (whether new or existing) through the DOE and/or SBA Mentor-Protégé Programs. Mentor and Protégés will develop and submit "lessons learned" evaluations to DOE at the conclusion of the Master IDIQ Contract.

- (a) DOE Mentor-Protégé Agreements shall be in accordance with DEAR Subpart 919.70 entitled, The Department of Energy Mentor-Protégé Program.
- (b) SBA Mentor-Protégé Agreements shall be in accordance with applicable SBA regulations.

H.61 LEGAL MANAGEMENT

- (a) The Contractor shall maintain a legal function to support litigation, arbitration, environmental, procurement, employment, labor, and the Price Anderson Amendments Act areas of law. The Contractor shall provide sound litigation management practices. Within 60 days of contract award, the Contractor shall provide a Litigation Management Plan compliant with 10 CFR 719, *Contractor Legal Management Requirements*.
- (b) As required by the CO, the Contractor shall provide legal and related support to the Government on regulatory matters, third-party claims, and threatened or actual litigation. Support includes, but is not limited to case preparation, document retrieval, review and reproduction, witness preparation, expert witness testimony, and assistance with discovery or other information requests responsive to any legal proceeding.

- (c) When evaluating requests for reimbursement or allowability of Contractor costs associated with defense and/or settlement of legal claims brought against the Contractor by a third party:
- (1) DOE will not reimburse Contractor legal defense costs or damages incurred where a judgment is issued finding that the Contractor engaged in discriminatory conduct prohibited by the terms of the Contract, such as those covered by FAR 52.222-26, *Equal Opportunity*; FAR 52.222-35, *Equal Opportunity for Veterans*; and FAR 52.222-36, *Equal Opportunity for Workers With Disabilities*.
 - (2) DOE will not reimburse the Contractor legal costs associated with a settlement agreement (including legal defense costs, settlement awards, or both) associated with legal claims brought against the Contractor by a third party relating to discriminatory conduct prohibited by the terms of the Contract, such as those covered by FAR 52.222-26, *Equal Opportunity*; FAR 52.222-35, *Equal Opportunity for Veterans*; and FAR 52.222-36, *Affirmative Action for Workers with Disabilities*, where the CO determines that the plaintiff's claim(s) had more than very little likelihood of success on the merits. Where the plaintiff's claim had very little likelihood of success on the merits, the defense and settlement costs related to the claim are allowable if the costs are otherwise allowable under the Contract (e.g., reasonable, allocable).

H.62 EMERGENCY RESPONSE

- (a) The DOE Manager of the ICP, in coordination with DOE Idaho Operations Office (DOE-ID) Manager, will coordinate with the Contractor and the INL contractor when an emergency situation may exist at the INL or FSV Sites and notify the appropriate emergency response organization. In the event of an emergency, the DOE Manager of the ICP and the DOE-ID Manager of the affected Site(s) will have the authority to direct any and all activities of the Contractor and subcontractors necessary to resolve the emergency situation. Upon termination of the emergency event, the Contractor shall perform recovery actions as appropriate.
- (b) The Contractor shall include this clause in all subcontracts at any tier for work performed in support of the on-Site (INL and FSV) work under this contract.

H.63 DEPARTMENT OF ENERGY NATIONAL TRAINING CENTER

The Contractor is encouraged to utilize the DOE National Training Center (NTC) training resources for occupational health, safety, safeguards, and security. NTC training is funded by DOE with no cost to the Contractor. NTC course offerings, information on NTC Site certification, enrollment, and contact information can be found at [Home | National Training Center - DOE](#).

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.64 MANAGEMENT OF ACCOUNTABLE PROPERTY

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

H.65 REAL PROPERTY ASSET MANAGEMENT

- (a) The Contractor shall in accordance with DOE Order 430.1 *Real Property Asset Management*, comply with Departmental requirements and guidance involving the acquisition, management, maintenance, disposition, or disposal of real property assets to ensure that real property assets are available, utilized, and in a suitable condition to accomplish DOE's missions in a safe, secure, sustainable, and cost-effective manner. Contractors shall meet these functional requirements through tailoring their business processes and management practices, and using standard industry practices and standards as applicable. The Contractor shall flow down these requirements to subcontracts at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.
- (b) The Contractor shall:
 - (1) Submit all real estate actions to acquire, utilize, and dispose of real property assets to DOE for review and approval and maintain complete and current real estate records.
 - (2) Perform physical condition and functional utilization assessments on each real property asset at least once every five-year period or at another risk-based interval, as approved by DOE, based on industry leading practices, voluntary consensus standards, and customary commercial practices.
 - (3) Establish a maintenance management program including a computerized maintenance management system; a condition assessment system; a master equipment list; maintenance service levels; a method to determine for each asset the minimum acceptable level of condition; methods for categorizing deficiencies as either deferred maintenance and repair or repair needs; management of the deferred maintenance and repair backlog; a method to prioritize maintenance work; and a mechanism to track direct and indirect funded expenditures for maintenance, repair, and renovation at the asset level.
 - (4) Maintain Facilities Information Management System (FIMS) data and records for all lands, buildings, trailers, and other structures and facilities. FIMS data must be current and must be verified annually.

H.66 ORGANIZATIONAL CONFLICT OF INTEREST – AFFILIATE (S)

The prime contractor, [Offeror to insert name of Prime Contractor] comprised of [Offeror to insert names of partner companies], is responsible for the completion of all aspects of this contract. In order to effectively and satisfactorily execute its responsibility to manage and

accomplish the contract work, the prime contractor must have complete objectivity in its oversight and management of its subcontractors. Therefore, consistent with the principle contained in Federal Acquisition Regulation subpart 9.5 and specifically section 9.505(a), and notwithstanding any other provision of this Contract, the prime contractor is, absent prior written consent from the CO as provided herein, prohibited from entering into a subcontract arrangement with any affiliate or any affiliate of its partners, or utilize any affiliate or affiliate of its partners, to perform work under a subcontract. Such contractual relationship(s) are presumed to create an impaired objectivity type conflict of interest. If the Contractor believes the capabilities of an affiliate could be utilized in such a manner as to neutralize or avoid the existence of an organizational conflict of interest, the Contractor must obtain the CO's written consent prior to placing the subcontract.

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

H.67 DOE-H-7003 CONTRACTOR ASSURANCE SYSTEM (SEP 2017)

- (a) The Contractor shall develop a contractor assurance system that is executed by the Contractor's Board of Directors (or equivalent corporate oversight entity) and implemented throughout the Contractor's organization. This system provides reasonable assurance that the objectives of the contractor management systems are being accomplished and that the systems and controls will be effective and efficient. The contractor assurance system, at a minimum, shall include the following key attributes:
- (1) A comprehensive description of the assurance system with processes, key activities, and accountabilities clearly identified.
 - (2) A method for verifying/ensuring effective assurance system processes. Third party audits, peer reviews, independent assessments, and external certification (such as VPP and ISO 9001 or ISO 14001) may be used.
 - (3) Timely notification to the Contracting Officer of significant assurance system changes prior to the changes.
 - (4) Rigorous, risk-based, credible self-assessments, and feedback and improvement activities, including utilization of nationally recognized experts, and other independent reviews to assess and improve the Contractor's work process and to carry out independent risk and vulnerability studies.
 - (5) Identification and correction of negative performance/compliance trends before they become significant issues.
 - (6) Integration of the assurance system with other management systems including Integrated Safety Management.
 - (7) Metrics and targets to assess performance, including benchmarking of key functional areas with other DOE contractors, industry and research institutions. Assure

development of metrics and targets that result in efficient and cost effective performance.

- (8) Continuous feedback and performance improvement.
 - (9) An implementation plan (if needed) that considers and mitigates risks.
 - (10) Timely and appropriate communication to the Contracting Officer, including electronic access, of assurance related information.
 - (11) The initial contractor assurance system description shall be approved by the Contracting Officer.
- (b) The Government may revise its level and/or mix of oversight of this contract when the Contracting Officer determines that the assurance system is or is not operating effectively.

H.68 OFFICE OF ENVIRONMENTAL MANAGEMENT HEAD OF CONTRACTING ACTIVITY CONTRACTOR SERVICE CREDIT REQUIREMENTS

The Contracting Officer shall negotiate an advance understanding or modification using the following language to implement service credit guidance for Contractors to recognize accrued service of a critical skill new hire. Contractors may recognize a critical skilled employee's previous relevant experience at another DOE or NNSA facility, a parent organization/affiliate, non-parent organization, or private industry when the employee is hired for reasons other than contract transition. "Parent Organization" is defined as the organizations (or companies), including affiliates, that comprise the contractor entity under contract with DOE at an EM site.

Recognition of Service Credit for a Critical Skill New Hire Employee for Purposes Other than Contract Transition

1. The Contractor is authorized to recognize accrued service for a critical skill new hire employee. DOE will reimburse allowable, reasonable, and allocable costs associated with the recognition of the following service credit requirements, consistent with applicable law, and the terms of any applicable benefit plan(s) or collective-bargaining agreement(s).

A critically skilled employee is an employee whose recognized technical skills, knowledge, and experience in a specific field are critical to the operations or strategy of a contractor. Guidance regarding recognition of service credit for employees during contract transition can be found in the contract H clause entitled, *Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits*. Service credit regarding severance can be found in the H clause entitled, *DOE-H-2001 Employee Compensation: Pay and Benefits*.

a. Requirements:

- i. Credited service may only be used to establish eligibility for, or determine accrual of, paid time off (i.e., vacation, sick leave, other leaves of absence).

- ii. The Contractor shall determine that the skills and experience the employee possesses are essential and related to the duties of the new position. The amount of service credit granted to a contractor employee:
 - Must be based on experience relevant to the new position and commensurate with the employee's applicable years of service rather than overall employment service time.
 - Must not exceed the approved Contractor's accrual rate applicable to the contract.
 - Cannot be made retroactively.
- iii. The transfer of a contractor employee's actual accrued leave and/or associated funds to an employing contractor is not permitted outside of a contract transition. The employee shall start with a zero-leave balance.
- iv. The Contractor shall make a good faith attempt to avoid the escalation of labor costs by minimizing recruitment amongst onsite contractors.
- v. The Contractor shall weigh the benefits to the contract of attracting and retaining the specific skilled employee against the incremental cost associated with the service-based benefit to be extended; such factors include: whether the specific employee possesses critical skills that are not otherwise available without extending the service-based benefits; and how the skills and experience of the individual are essential to the new position and are necessary to achieve the successful accomplishment of the project's mission or performance goal.
- vi. The Contractor is responsible and accountable for ensuring that costs incurred and claimed are allowable in accordance with the terms of the contract and affordable within respective operating budgets.
- vii. The Contractor shall obtain Contracting Officer concurrence in advance of a critical skilled employee being hired, if service credit is being recognized, and provide the employee's name, position/title, years of relative experience and amount of service credit granted and leave accrual amount being granted.
- viii. The Contractor shall provide to the Contracting Officer, when requested, a report listing the contractor employees who were hired to the contract to include the information identified in vii above.

H.69 DOE-H-2089 Compliance With Federal Anti-Discrimination Laws (APR 2025)

(a) Definition. As used in this clause—

Program promoting diversity, equity, and inclusion means a program whose purpose is to promote preferences based on race, color, religion, sex, or national origins, such as in training or hiring.

- (b) *Compliance.* The Contractor shall comply with all applicable Federal anti-discrimination laws. These laws apply whether or not the company is a Government contractor. Compliance with applicable Federal anti-discrimination laws is material to eligibility for and payment under this contract for purposes of 31 U.S.C. 3729(b)(4).
- (c) *Certification.* By requesting payment under this award, the contractor certifies that, to the best of its knowledge and belief, it does not operate programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws.