

## **Section C - Description/Specifications**

### **C.1.0 INTRODUCTION**

This Contract containing T&M CLINs is subject to the work scope contained in this Performance Work Statement (PWS). The Contractor shall implement the Fort Saint Vrain (FSV) physical protection plan (PPP) and provide all physical security resources for FSV in accordance with the Nuclear Regulatory Commission (NRC) license (A copy of the NRC licensed facilities Special Nuclear Material (SNM) license, SNM-2504, is referenced in Section C.8.0. and can be found at Exhibit C-1).

### **C.1.1 Background Information**

FSV is located on the high plains in Weld County, Colorado, 35 miles north of Denver, Colorado, and 3.5 miles northwest of Platteville, Colorado. The facility is located between the South Platte River and St. Vrain Creek. The High Temperature Gas Cooled Reactor (HTGR) at FSV was permanently shut down in August 1989. Public Service Company of Colorado (PSCo) removed the fuel and other radioactive reactor components from the reactor. For safe, onsite dry storage of the spent reactor fuel and irradiated core components, PSCo designed and built the FSV Independent Spent Fuel Storage Installation (ISFSI). The ISFSI is a Modular Vault Dry Store (MVDS) design that safely stores all types of irradiated fuel for intermediate storage periods.

On February 1, 1991, PSCo received an Environmental Assessment from the NRC with a Notice of Issuance and Finding of No Significant Impact associated with constructing and operating the FSV ISFSI. On November 4, 1991, PSCo received a twenty-year, renewable, NRC License pursuant to 10 CFR part 72 (Materials License No. SNM-2504) to receive, possess, store, and transfer FSV spent fuel in the ISFSI. 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, 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.

The DOE Office of Environmental Management (EM), Idaho Cleanup Project (DOE-ICP) Manager is the NRC Licensee for the FSV ISFSI. The ICP contractor/NRC Licensed Facilities contractor (herein, "ICP contractor"), as party to the DOE-EM Indefinite Delivery/Indefinite Quantity (IDIQ) contract (hereinafter, "ICP contract"), has responsibilities for managing Spent Nuclear Fuel (SNF) storage facilities and licenses under NRC regulations. The scope of the ICP contract does not include physical security services management of the FSV ISFSI in Colorado. Therefore, the PWS of this Contract includes the management and operation of the FSV ISFSI and facilities in Colorado.

There is no scope of work contemplated under this Contract that is covered under any existing collective bargaining agreement, and the Contractor will not be expected to succeed to any existing Collective Bargaining Agreements.

### C.1.2 Contractor Performance

The Contractor shall manage, integrate, and execute the work described in this PWS. The Contractor shall provide all personnel (trained and qualified), equipment, materials, supplies, and services to complete the Contract work scope, except as furnished by DOE as set forth in the Contract.

PWS performance expectations include the following:

1. The Contractor shall provide 100% of all services and deliverables identified in this PWS in a timely, complete, effective, and efficient manner;
2. The Contractor shall ensure that personnel assigned to the Contract have the skills necessary to successfully execute the PWS requirements; and;
3. The Contractor shall meet all security requirements of the NRC License at FSV as well as adhere to and follow all applicable statutes, regulations, and DOE Orders which pertain to the activities outlined in the PWS;
4. The Contractor shall ensure that personnel assigned to the Contract have the skills required to perform the PWS requirements; and
5. Contractor personnel shall conduct themselves with professionalism expected in a Government office environment in accordance with applicable DOE and federal regulations.

DOE will be measuring the Contractor's performance for completeness, quality of work, timeliness, and accuracy. Unacceptable work as designated by the Contracting Officer (CO) must be corrected by the Contractor at no additional cost to DOE. Poor performance may result in the DOE not exercising the option under this Contract and/or documenting it in the Contractor Performance Assessment Reporting System (CPARS). Should a fine or penalty be issued by the NRC or DOE resulting from work supporting the NRC license, the DOE will assess the incident, and determine the Contractor or (ICP contractor) liability for the fine or penalty.

The Contractor shall be accountable for activities including: compliance with the NRC license and NRC regulations, as well as Environmental Safety and Health (ES&H) and Quality Assurance Program requirements; and DOE-ICP interfaces (e.g., assessments and reviews).

The Contractor shall ensure that its technical approach and execution of work are compliant with the applicable statutory and regulatory requirements. The Contractor shall comply with all applicable federal, state, and local requirements and agreements. The Contractor shall recognize and work within the constraints imposed by this Contract and other regulatory agreements between DOE and regulatory agencies. Regulatory documents include applicable laws, regulations, licenses, agreements, and identified DOE directives

The NRC is the legal regulatory authority with respect to the possession and management of materials under the subject licenses. Therefore, in instances where DOE orders, requirements, and/or guidelines overlap or duplicate requirements of the NRC related to radiation protection, nuclear safety (including quality assurance), and safeguards and security of nuclear materials(s), the NRC requirements will take precedence unless otherwise directed by DOE. The Contractor shall provide written justification and receive approval from the DOE Federal license holder for any DOE order, regulations, and/or guidelines that the Contractor request to use to meet NRC requirements. The use of DOE requirements is a self-imposed standard that will become part of the NRC license and subject to inspection once approved. NRC defers to the DOE in the absence of guidance or if NRC does not exercise regulatory authority.

### **C.1.3 Goals and Objectives**

The primary objective of this Contract is to provide security management, security operation, and oversight of the NRC licensed Physical Security Services at FSV.

During the term of this Contract, the Contractor will interface with the ICP contractor, which will provide maintenance and operations at the FSV ISFSI and associated facilities in Colorado. There is also the potential for the Contractor to have limited interfaces with the Idaho National Laboratory (INL) prime contractor (currently Battelle Energy Alliance, LLC (BEA)).

The Contractor shall establish an interface agreement with the ICP contractor responsible for providing the ISFSI storage and site management of facilities under NRC licenses and regulations. Additionally, the Contractor shall establish Interface Agreements with the other DOE Idaho Operations Office (DOE-ID) contractors, as needed.

### **C.1.4 General Scope**

Under the guidance and technical direction of the CO and/or the CO's Representative (COR), and in consideration of performance expectations stated above, the Contractor shall complete the scope of work for the management and operation of Physical Security Services for the FSV ISFSI under the NRC license and regulations.

At FSV, the Contractor shall review the NRC license requirements and implement the PPP in accordance with the NRC license requirements and the FSV physical security plans. The Contractor will conduct this review in conjunction with the ICP contractor to validate roles and responsibilities related to the NRC license requirements. The review will allow the Contractor and the ICP contractor to develop an interface agreement for submission to DOE for approval at least 30 days prior to the end of the Contract transition period. 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 system deficiencies or inoperability. This includes, but is not limited to the following: maintaining at all times the minimum number of qualified required armed/unarmed posted security police officers; ensuring alarm stations are continuously manned; verifying that required security systems, access controls, barriers, communication equipment, and armament are in operable working condition; implementing security processes and procedures in accordance with applicable NRC requirements

and those listed in the FSV PPP; and maintaining an effective corrective action program for timely resolution of deficiencies or inoperable equipment.

The Contractor, in accordance with NRC licensed facilities Special Nuclear Material (SNM) license, SNM-2504 shall provide Physical Security Service operation, management, and oversight at FSV. The Contractor shall implement the FSV PPP and provide all physical security resources for FSV in accordance with the NRC license.

### **C.1.5 Exhibits, Technical Documents, and Other Attachments**

To further define requirements within Section C, the Government has provided additional data in Section C.8.0, List of Exhibits. This data includes the official license documents, NRC commitments, regulatory documents, procedure lists, etc.

### **C.1.6 Format and Structure**

The PWS includes the following eight sections: (1) C.1.0 contains the introduction information which is relevant to the entire scope of the Contract; (2) C.2.0 contains transition requirements; (3) C.3.0 contains physical security operations requirements; (4) C.4.0 contains requirements during construction of new facilities at FSV; (5) C.5.0 contains general program management and support functions, relevant to the entire scope of the Contract; (6) section C.6.0 contains requirement information for phase out and close out activities, relevant to the entire scope of the Contract; (7) C.7.0 identifies deliverables associated with this Contract; and (8) C.8.0 contains the List of Exhibits, applicable to this Contract.

### **C.2.0 TRANSITION (CLIN 001)**

The objectives of the transition period are to prepare for implementation of the Contract and minimize the impacts on continuity of operations. Transition Services shall be T&M and consist of the following actions:

During the transition period, as specified in the Section F clause entitled, Period of Performance, the Contractor shall perform those activities necessary to transition work from the previous contractor Spectra Tech Inc. (STI) in a manner that: (1) assures 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 contractors; and (3) provides for the ability of the Contractor to perform the work in an efficient, effective, and safe manner. The Contractor shall manage workforce transition in accordance with the requirements of any and all applicable Section H, Contractor Human Resource Management clauses, within the Contract transition period, estimated to be 90 days.

The first day of the transition period will be the effective date of the Notice to Proceed (NTP). During the transition period, the Contractor shall become familiar with performance requirements necessary to commence full performance of services within the estimated 90 days from NTP. The Contract effective date is the date the Contractor shall assume full responsibility. To minimize any decreases in productivity and to prevent possible negative impacts on services, the Contractor

shall have all necessary personnel, including key personnel for the Contract, available during the transition period. This shall include one person located at the Willow Creek Building in Idaho Falls, Idaho for the duration of the transition period (estimated to be 90 days). This person shall have a security clearance (L) and will need to obtain an entry badge for regular access to the Willow Creek Building. Concluding the transition period, the Contractor is not expected to have personnel permanently located in Idaho; however, periodic visits (1 to 2/year – no longer than a week) may be required throughout the life of the Contract.

### **C.2.1 Transition Plan**

The Contractor shall prepare a Phase-In Transition Plan to cover the transition period from the Contract NTP date to the Contract effective date. The Contractor shall submit to DOE the Phase-In Transition Plan in accordance with this PWS and Section J, Attachment J-B, List of Deliverables. The Phase-In Transition Plan shall provide sufficient detail for all transition activities, including but not limited to: a description of all necessary transition activities; a schedule for orderly assumption of Contract responsibilities; 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; and planned execution of Interface Agreements and/or Memoranda of Understanding (MOU)s with other site contractors is required. The Contractor must verify and support relevant organizations (e.g. Weld County fire department and sheriff's department). The Contractor is required to agree to the requirements listed in the PPP prior to the end of transition or assuming responsibility for the Contract. Other transition activities include: acquisition of necessary equipment; hiring and training of personnel; development or revisions of required programs, plans, and procedures; and development of a scheduled list of deliverables associated with the required programs, plans, and procedures.

The Contractor shall put into place any agreements between it and other contractors/subcontractors and support organizations for provision of services, as required. (see Section J Attachment J-B, Contract Deliverables).

The Contractor shall conduct a joint reconciliation of the Government property inventory, including Government records and equipment, with the incumbent contractor(s) STI and DOE (see Section J Attachment J-B, List of Deliverables). DOE and the incumbent contractor will use this information to provide a property and records baseline for this Contract.

The PWS identifies the programs, plans, and procedures required to be adopted and executed by the Contractor for performance of this PWS included in Sections C.3.0 for Security Service Operations at FSV. To ensure continuity of operations, the Contractor shall adopt the incumbent contractor's programs, plans, and procedures at NTP, unless specified otherwise within this PWS or the Contract Deliverables Attachment, provided the Contractor has formally reviewed and concurs with the programs, plans, and procedures to ensure compliance with Contract requirements, current regulatory requirements, NRC License requirements and directives, and the Contractor's organizational roles and responsibilities. The Contractor may revise those programs, plans, and procedures it deems necessary, provided the programs, plans, and procedures remain in compliance with NRC requirements and those listed in the PPP. Changes may not decrease the overall effectiveness of the PPP. Changes that decrease the effectiveness of

the PPP must be submitted to the NRC for evaluation. In all cases, any change must be documented in writing and submitted to the DOE license holder prior to implementation. After approval from the DOE license holder, the Contractor shall develop a written communication, under oath and affirmation, and submit the change through DOE to NRC within 60-days from the implementation date of any procedures that decrease the effectiveness of DOE requirements, and shall maintain its programs, plans, and procedures in accordance with this PWS.

### **C.2.2 Initial DOE Security Survey at Transition**

During the Contract transition period and prior to assuming control on the Contract effective date and responsibility for NRC License requirements for security services as listed in the PPP, the Contractor shall be subject to a DOE Lead NRC Inspection Procedure (IP) 81311 initial survey conducted in accordance with NRC IP 81311. The results of the survey shall be documented and form the basis for DOE authorization to assume Physical Security Services responsibilities. Following the NRC Requirements shall be addressed, in particular, responsibility for SNM, classified information, and other applicable protection level assets identified in the PPP, following the receipt of DOE authorization (Declaration of Readiness), the Contractor shall assume responsibility at the end of Contract transition for all applicable Physical Security Services, resources, materials, documents, and equipment within the facilities, for which the Contractor is responsible.

### **C.2.3 Status Reports - Transition Activities**

The Contractor shall provide written weekly status reports of transition activities to DOE (see Section J Attachment J-B, List of Deliverables). 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 the Contract transition period approaches. The Contractor shall coordinate directly with DOE-ID and other organizations and contractors to finalize any transition and interface agreements, required to assume full responsibility.

### **C.2.4 Facility Walkdown and Responsibility Transfer**

Throughout the transition period, the Contractor shall perform all activities to support transfer of facilities, including, but not limited to: facility walkdowns to verify current facility conditions; updating programmatic and operational documents and procedures; and verifying to DOE that facility conditions are current prior to the facility transfer date.

The Contractor shall take the necessary training and obtain security authorizations for unescorted access at the FSV facilities to begin transition activities. All other personnel should complete training by the Contract effective date.

The Contractor shall coordinate with the ICP contractor, who is responsible for providing any information technology items including computers, furniture, equipment, and supplies etc. necessary to perform the work, other than that provided as Government Furnished Property.

### **C.2.5 Mandatory Site Services**

The INL contractor and/or ICP contractor will provide mandatory site services to the Contractor at no cost to the Contractor. By effective date of CLIN 0002, the Contractor shall establish a formal interface agreement with the INL contractor and/or ICP contractor, describing how the mandatory site services (and other non-mandatory services, if negotiated) will be performed and provided throughout the FSV Security Services NRC Licensed Facilities Contract period.

### **C.2.6 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 from the following incumbent contracts:

Nuclear Regulatory Commission Licensed Facilities Contract # DE-EM0003976, Spectra Tech Inc.

- All applicable Government owned equipment 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 incumbent contractors' property management and tracking system will be provided to the Contractor. Specifically, the Contractor shall interface with the ICP Contractor to determine final responsibility for all Government owned equipment, and accept, by the end of transition, transfer of accountability for all applicable Government owned equipment on an "as is, where is" basis." 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 part 109. If the physical inventory is not accomplished within the allotted time frame, the previous contractors' records will become the inventory baseline.

### **C.2.7 Workforce Transition**

During transition the Contractor shall provide a Work Force Transition plan to DOE for approval within 10 days after the effective date of transition as described in List of Deliverables, attachment J-B.

### **C.3.0 FSV PHYSICAL SECURITY OPERATIONS (CLIN 002, CLIN 003, CLIN 004)**

Physical Security Services shall be T&M and consist of the following actions:

#### **C.3.1 FSV Security Operations**

Qualified security services are required 24 hours per day, 7 days per week for the protection of assets at FSV in accordance with the NRC license. The Contractor shall furnish qualified, trained Security Police Officers (SPOs) and SPO shift supervisors, and one fulltime Protective Force

Manager (PFM) at FSV, to operate in accordance with applicable CFRs, NRC regulations, the FSV PPP, and the FSV Contractor's implementing procedures. The PFM is not required to be qualified as a SPO. (Note: The posts and numbers of officers required for each shift are defined in the FSV PPP and will be provided upon Contract award during transition. They will not, however, be further described in this document).

The Contractor shall provide all resources necessary to comply with Security Services of the NRC license SNM-2504 as defined in the PWS, unless stipulated otherwise in the PWS or other Contract requirements. Requirements include but are not limited to: services for security operations, physical security, general infrastructure protection, protective force training, and execution of the key programs. The Contractor will enter into an Interface agreement with the ICP contractor to clearly define responsibilities relative to the following programs: Worker Safety and Health, Occupational Medical Program, emergency management, quality assurance, radiation protection, waste management, information management, records management, property management, and site specific training. The Contractor shall provide deliverables, as defined in the required procedures (see Section J, Attachment J 2, Contract Deliverables). The Contractor shall provide support for NRC or DOE inspections and provide all information requests.

The Contractor shall be responsible for the safe conduct of security operations at the FSV facilities. The Contractor shall provide deliverables, as defined in the required procedures (see Section J Attachment J-B, List of Deliverables). The Contractor shall conduct operations, including but not limited to, those detailed in section C.8.0.

### **C.3.2 FSV Security Services**

Conduct and provide all supervision for the protective force (each 24/7 protective force shift must have a designated on-duty supervisor [note: the on-duty shift supervisor may be included in the required shift staffing and stand a post]), training, interface duties with DOE and ICP contractor, including administrative controls and record keeping, as required for security services. The Contractor shall provide approximately 32 FTEs to implement security, training, and administrative requirements at FSV. The Contractor must ensure adequate staffing to provide relief per procedural requirements in the event any Contractor employee needs emergency relief or is unable to complete their duty assignment for any reason. DOE anticipates variances during the Contract period at any given time for attrition of the total anticipated 32 FTEs needed for the entire Contract. A minimum of 30 qualified protective force officers are required. Of the qualified protective force officers, the Contractor shall ensure no more than 10% variance at any given time for attrition of fully trained officers. DOE-ID has the authority to approve deviations from staffing levels, if deemed necessary.

The Contractor shall implement the FSV PPP and provide all physical security resources for FSV in accordance with the NRC license SNM-2504.

Scope for physical security services are required in accordance with the FSV NRC License. Physical security services will be provided by the Contractor in accordance with the NRC license SNM-2504 requirements. The Contractor shall develop an interface agreement with ICP contractor and submit to DOE for approval at least 30 days prior to the end of the contract transition period. The



interface agreement shall identify immediate notification responsibilities to the NRC and the DOE licensee and shall clearly define protective force posting responsibilities, following the Contractor's procedures and all requirements listed in the PPP. The Contractor and the ICP contractor will define "immediate availability" of the ICP Contractor alarm system maintenance personnel to initiate service requests for all security systems inoperability or deficiencies. A classified attachment to the Interface Agreement may be required.

In conjunction with the services provided by the ICP contractor at the FSV site, the Contractor shall verify that the resources, materials, and programs, provided by the DOE-ID and the ICP contractor, meet 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 to 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 will document these responsibilities in the Interface Agreement with the ICP contractor.

### **C.3.2.1 Physical Security Services at the FSV Facility**

The Contractor, while responsible for Physical Security Services at the FSV facility, shall, in conjunction with the ICP contractor, conduct a formal review of the NRC license requirements and implement the NRC approved PPP in accordance with the DOE Licensee requirements (NRC license SNM-2504) and any additional FSV security plans. This includes:

- (a) Maintaining at all times the minimum number of required qualified posted SPOs, management, and support staff;
- (b) Ensuring alarm stations are continuously manned by trained and 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 listed in the PPP and all other FSV security plans;
- (e) Maintaining an effective corrective action program, designed for timely resolution of deficiencies or inoperable equipment and tracking and trending performance and compliance issues and associated triggers for notification to the DOE licensee (these topics shall be further defined in the interface agreement between the Contractor and the ICP contractor);
- (f) For facilities at FSV not subject to NRC requirements, the Contractor shall coordinate with ICP contractor and the DOE licensee to 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 are in place or appropriate compensatory measures and/or procedures are established and documented.

The Contractor shall ensure that annual protective forces assessments, and training 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 without DOE approval.

The Contractor shall be responsible to ensure the ICP contractor conducts timely repairs, maintenance, or upgrades to security systems and components in accordance with NRC requirements and the FSV security plans. The Contractor shall ensure these requirements are timely and repairs are clearly codified between the Contractor and ICP contractors in the interface agreement and approved by DOE prior to the NTP at the end of transition.(see Section J, Contract Deliverables)

The Contractor shall coordinate with the ICP contractor to adopt the FSV PPP by the end of the transition period. The PPP is an NRC approved document and must be adopted before both the end of transition and the NTP is issued by the CO. The Contractor should coordinate with the ICP contractor and submit any recommended changes to the PPP for DOE coordination NLT 60 days after the end of transition.

### **C.3.2.2 Security Protection Programs**

The following is a list of, but not limited to, security protection programs 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. The ICP contractor is responsible for all updates to PPP. Additionally, the Contractor, in coordination with the ICP contractor, will validate protective force procedure not listed in the PPP to meet the security operations, management, and safety procedures for FSV.
- (b) **Information Security and Classification**: The Contractor shall comply with NRC License requirements for management of controlled unclassified and classified information, including access, receipt, transmission, storage, destruction, and retention. For public release requests, the Contractor shall coordinate with the DOE Licensee and ICP contractor to ensure that documents are reviewed and approved by appropriately trained and qualified personnel with authority for public release prior to release. Specifically, the Contractor shall appoint a classification point of contact for all categories of information required of the NRC license and applicable NRC requirements. These services may be purchased from the ICP contractor and agreed upon in the interface agreement. The Contractor shall coordinate with the ICP contractors' classification services in coordination with the DOE-ICP NRC Licensed Facilities Classification Officer. The Contractor shall provide personnel agreed upon in the Interface agreement for adequate Derivative Classifiers (DC) as necessary to support operational

programs. The Contractor shall coordinate with the ICP Contractor as listed in the interface agreement to meet the NRC License requirements for DCs and is responsible to the NRC Classification Officer or the DOE Facility Director for the Idaho Environmental Management Nuclear Regulatory Commission Licensed Facilities. An Authorized DC will need to complete specific training associated with use of NRC bulletins/guides and subsequently be issued a classification authorization letter from the program classification officer.

(c) 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 implement appropriate systems for protection of classified matter.

(d) 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 in accordance with NRC license requirements at FSV. The ICP Contractor shall directly interface with the DOE Facility Director for the 1-hour, 4-hour, and 24-hour notifications, in accordance with NRC requirements. Once the initial assessment is completed, if it is determined a follow-on Incidents of Security Concerns assessment is required, the Officially Designated Federal Security Authority (ODFSA) or delegated official, shall appoint in writing an inquiry officer. The Contractor shall comply with the PPP and ICP contractors established Incidents of Security Concerns Program and comply with NRC license and DOE reporting requirements. Once IOSC reports are completed and submitted, the ODFSA or delegated official will review the report and determine if the casual analysis and recommendations are adequate or if additional NRC reporting is required. Roles and responsibilities for Security incidents, inquiries and reporting requirements shall be defined in the Contractor and ICP contractors' Interface agreement.

(e) Physical Security Barriers and Equipment: The Contractor shall ensure the ICP contractor, as listed in the interface agreement, periodically inspects all barriers, and supporting processes are in place to maintain barriers. The Contractor will operate or observe the operations of all barriers associated with physical protection to ensure it meets applicable NRC requirements.

(f) 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.

(g) Access Controls and Security Systems: The Contractor shall, in coordination with the ICP contractor, implement a visitor's management system that meets NRC requirements. The Contractor is responsible for the operation of all Access Control and Security Systems. 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 the operation of alarms, cameras, and access control equipment. The Contractor shall verify in the interface agreement that the ICP contractor shall be responsible for managing all system maintenance and alarm testing as specified in the NRC License. Daily testing of alarms and camera systems may be accomplished by on duty protective force officers to verify functionality and operability of alarm systems. The ICP contractor shall be immediately available to initiate service requests for all security systems maintenance (“immediately available” will be defined in the interface agreement between the Contractor and the ICP contractor).

- (h) Operations Security (OPSEC): The Contractor shall abide by the ICP contractors OPSEC Program, 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, as listed in the ICP contractors programs. The OPSEC support and NRC Reporting responsibilities will be defined in the Interface Agreement between the Contractor and the ICP contractor.
- (i) Facility Data Approval Record & Contract Security Classification Specification (FDAR/CSCS): The Contractor shall perform all FDAR/CSCS requirements. The Contractor may purchase these services from the ICP contractor or INL contractor.
- (j) Foreign Ownership, Control, or Influence (FOCI) processing: The Contractor shall maintain compliance with all FOCI requirements as necessary.
- (k) 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 by the ICP contractor meet applicable NRC requirements. The Contractor shall coordinate with the ICP contractor for non-routine activities (e.g., construction security escorts, involuntary separations, increased security checks, and other requests as deemed necessary by the DOE).
- (l) 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. The Contractor

shall coordinate other security service requests the INL security organizations for applicable routine actives (e.g. weapons cards). For personnel located in Colorado, the Contractor shall coordinate directly with the DOE-ID COR to obtain the HSPD credentials from the DOE Golden Field Office. Unless specified otherwise, Security Level L clearances shall be required for all full-time staff involved at FSV.

In the event local law enforcement responds to a security event at FSV, the Contractor shall transfer control of the security event to the local authorities, as defined in the MOUs, established with the local authorities.

The ICP contractor will also provide an independent key and core program, as well as the necessary locksmith capabilities needed at the site for the remainder of the base contract period. Roles and responsibilities shall be defined in the interface agreement.

### **C.3.2.3 FSV Required Skills/Equipment/Training/Expertise/Qualifications**

The Contractor shall provide all protective force equipment, supplies, and resources (including uniforms, cold and inclement weather items) required for the Contractor's business, unless provided by the Government. Weapons and Oleoresin Capsicum (OC) also known as "pepper spray," will be provided as Government Furnished Equipment. DOE-ID must approve all weapons replacements and ammunition procured by the Contractor. The Contractor shall inspect protective body armor and utility vests for use at FSV during transition and develop a replacement schedule for all high value protective force equipment. (see Section J Attachment J-B, List of Deliverables). The selection of appropriate body armor should meet the requirements of the general threat while taking into consideration the potential of an increased threat environment. The vests should be scalable to the threat by allowing an option to replace the protective plates or inserts as needed for the threat. The Contractor shall procure protective vests, ammunition pouches, and other associated equipment based on the established replacement schedule (Note: Protective vests currently at FSV will be retained at the facility and will be provided as part of transition material and equipment).

The terms Protective Force Officers and SPOs are used interchangeably in various DOE, CFR, and NRC references relating to officer skills, expertise, and qualifications. The Contractor shall maintain the following:

#### **(a) Protective Force Officers:**

1. Weapons qualifications per 10 CFR Part 73, Appendix B, initially and semi-annually;
2. Designated on-duty supervisor required at each 24/7 protective force shift;
3. Initial and semi-annual non-lethal weapons qualifications, including OC or equivalent;
4. Physical fitness, medical, and mental qualifications per NRC requirements and the Contractor's qualification procedure for Protective Force Officers at FSV;
5. Required L clearances in accordance with DEAR 952.204-2 "Security" and DEAR 952.204-70 "Classification/Declassification";

6. Alarm System Operator training and certification;
7. Training on all security systems and equipment operated at FSV; and
8. Compliance with any relevant NRC directives, state requirements, and or laws for Security Police Officers (i.e. the Lautenberg Amendment), including no felony or domestic violence conviction(s) (misdemeanors or court actions).

(b) Protective Force Manager (Senior Onsite Protective Force Supervisor):

1. Occupational Safety and Health Associations' (OSHA's) 30-hour outreach program for supervisors;
2. Required L clearances in accordance with DEAR 952.204-2 "Security" and DEAR 952.204-70 "Classification/Declassification." (The PFM duties for this requirement may be filled by corporate support on a temporary basis if approved by DOE);
3. Knowledge of NRC License Requirements;
4. Written Protective Force plans, procedures, and post orders, including coordination with DOE and the ICP Facility Security Officer as required; and
5. Completion of 9 hours of annual DOE approved, professional development training.

(c) Other Qualifications/skills/expertise required to be available to FSV security personnel:

*Note: The Contractor may fulfill this requirement as extra duties or corporate support*

1. At least one firearms instructor, qualified through the DOE NTC;
2. At least one armorer, qualified through the DOE NTC;
3. At least one certified OC instructor'
4. At least one certified fitness specialist;
5. Authorized NRC derivative classifier (DC) as needed to support the program;
6. Administrative controls and record keeping, as required for security services;
7. Qualifications/skills/expertise as listed above under General Anticipated Scope and FSV Physical Security Services;
8. Overall training and certification to meet requirement of an NRC License requirements and those directed by DOE; and
9. Ability to conduct security analysis as required.
10. At least one Basic Instructor Certification
11. At least one trainer or administrator to maintain the DOE NTC Training Approval Program (TAP) certification.

(d) Protective Force Operations/Training Data Collection and Reporting

The Contractor shall review the 10 CFR Part 1046 requirement for a Job Analysis (JA) and/or Enterprise Mission Essential Task Listing (EMETL) and applicable NRC requirements and ensure that each individual, who requires training to perform the assigned duties or tasks as identified in

the NRC license, demonstrate the appropriate knowledge, skills, and abilities to perform their role for all protective force positions as related to the FSV PPP prior to assignment. The Contractor shall review all training requirements applicable to the FSV NRC License SNM 2504 and those listed in NRC Regulatory Guide 5.75 for areas relating to contingency response plans, the FSV PPP, and as related to 10 CFR Part 73, Appendix B.

Note\* The FSV PPP will be provided during transition. 10 CFR Part 1046 and FSV License SNM 2504 are available in Exhibit C-1, as referenced in section C.8.0, or to the public at:

<https://adamswebsearch2.nrc.gov/webSearch2/main.jsp?AccessionNumber=ML17151A389> and <https://adamswebsearch2.nrc.gov/webSearch2/main.jsp?AccessionNumber=ML17151A390>

The Contractor shall provide DOE with an Annual Training Plan based on the requirements listed in the current NRC License to include site-specific information, narrative explanations, Site-Specific Supporting Tasks, and list of Required Supporting Training planned for the year. The Annual Training Plan shall include, at a minimum: employment suitability and qualification; training and qualifications for protective force personnel to implement their role in the FSV PPP; weapons training and qualification; weapons requalification; guard, and armed response personnel; armed escort requirements; leader and individual tasks to be accomplished each year; and the collective training objectives to meet the requirements of the PPP. After the first year of analysis, the subsequent annual training plans shall include an annual training plan gap and deficiency analysis, including targeted training, scheduled to meet gaps or deficiencies for the following years. Implementation of these requirements shall consider site-specific conditions to ensure that the licensee's training and qualification program provide knowledge, skills, and abilities that individuals need to effectively protect against the Design Basis Threat (DBT) of radiological sabotage or other essential tasks see Section J Attachment J-B, List of Deliverables)

### **C.3.4 Procurement Requirements**

The Contractor shall obtain approval from the CO for any purchase of materials as needed to accomplish the requirements within this PWS.

### **C.4.0 PHYSICAL SECURITY SUPPORT OF NEW FACILITIES AND EMERGENCY RESPONSE (CLIN 00002, 00003, and 00004)**

#### **C.4.1 Physical Security Support of New Facilities**

The Contractor will coordinate with ICP contractor for the construction of the new administration building anticipated for construction during the contact period at the FSV facility. The Contactor will provide appropriate physical security support for the construction project, this includes the evaluation of the Annex to the current PPP, and if necessary update or draft an Annex to the PPP (or appropriate Security Procedures) for the New Administrative Building and associated construction activities. The Contactor and the ICP contractor will document roles and responsibilities in an interface agreement prior to the start of construction activities at FSV.

The Contractor may need to support construction activities at the FSV. The Contractor shall coordinate with DOE-ID, if support is needed and determine the appropriate support required. This includes all trainings, materials, ammunition, range fees, equipment, appropriate for the duties consistent with the requirements of the of the construction project security annex or procedure.

## **C.5.0 FSV PROGRAM MANAGEMENT**

The ICP contractor will maintain the general infrastructure of onsite facilities in an acceptable functional condition that supports current and projected future missions.

### **C.5.1 Administrative Support**

The Contractor shall provide administrative support for a DOE integrated project team that will meet once a week, including development of agendas, video teleconference, teleconference, computer conference services, and maintenance of records. Such support includes but is not limited to preparation for briefings, public presentations, and search, review, and reproduction of documents.

As needed, the Contractor shall coordinate with the ICP contractor, which is responsible for supporting DOE in outreach and response to Congressional, stakeholders, regulatory, Tribal, and other requests (as required by the CO or COR) for documents and information including but not limited to:

1. NRC Demand for Information/Request for Additional Information and other License Inquiries (estimated at 3 per year to support regulatory actions);
2. FOIA requests (historically 1 per year); and
3. Submitting to DOE all permit applications, reports, or other documents required by regulatory authorities.

### **C.5.2 FSV Office Space and Custodial Services**

The ICP contractor will be responsible for general facility maintenance and custodial services at FSV including but not limited to utilities, sanitary systems, trash removal, recycling, grass mowing, weed control, housekeeping, floor maintenance, pest control, and snow removal. The ICP contractor will provide details of each item, documented and agreed upon in the Interface Agreement among contractors, with concurrence from DOE-ID. The Contractor shall not perform additional duties that detract from on duty protective force duties.

### **C.5.3 FSV Utilities**

Utility services for FSV will be provided to the Contractor by the ICP contractor who shall provide utilities for proper operations at FSV, in compliance with the NRC license. This shall include but is not limited to electric, propane gas, internet access, water, sewer utilities, and snow removal.



#### **C.5.4 FSV Communication Services**

The Contractor will be provided wireless service to the security force for use at the facility as required by the FSV PPP. The Contractor shall be provided basic telephone infrastructure service including maintenance, up to the wall jack, and dial tone at FSV. The Life Safety Alarm System in existence at the time of turnover shall continue to be provided and maintained by the ICP contractor. The current data communication line between FSV and the INL contractor shall be maintained by the ICP contractor.

The ICP contractor shall maintain a dedicated commercial Internet Service Provider network for information management of at least 1000 Mbps to allow for connectivity to the INL site for access to required services. This connection will be the basis in which FSV will connect to the DOE approved FISMA authorized network domain for services required and from each building location on site, necessary to accomplish the mission. Once in place, no other connection is authorized for the storing or process of unclassified government information systems or information in support of FSV. It is expected that ICP contractor will ensure that all elements of FISMA and cyber requirements with respect to services offered is adhered to explicitly in support of the information management environment.

#### **C.5.5 Occupational Medical Program (OMP)**

The Contractor shall obtain medical services and officer screening by an approved Physical Protection Medical Director candidate, pursuant to 10 CFR 1046.4, and provide officer screening for psychiatric, medical, protective force officer fitness, and drug testing as required under 10 CFR 1046.13. Drug testing, medical, and fitness screening shall be performed in accordance with the requirements contained in both 10 CFR parts 707 and 1046.

#### **C.5.6 Worker Safety and Health**

The Contractor shall maintain a Worker Safety and Health Program (WSHP) to ensure the protection of workers (compliant with 10 CFR part 851), the public, and the environment. The Contractor shall operate the WSHP as an integral, but visible, part of how the Contractor conducts business. The WSHP shall include the following actions: prioritizing work planning and execution; establishing clear WSHP priorities; allocating resources to address programmatic and operational considerations; collecting and analyzing samples; correcting non-compliances; and addressing hazards for EM facilities, operations, and work. The Contractor shall take actions necessary to preclude accidents and injuries, keep worker exposures as low as reasonably achievable, and prevent environmental releases. The Contractor shall promptly respond to operational events and environmental releases in compliance with DOE Orders and all applicable regulations.

The Contractor shall implement 10 CFR part 851, and a WSHP plan shall be submitted to DOE for approval within 60 days from NTP (see Section J Attachment J-B, List of Deliverables). The WSHP plan must be approved by DOE by the Contract effective date.

The Contractor shall maintain medical records of former workers and make them available for health effects studies as requested by DOE. Medical records shall be maintained in accordance with 10 CFR part 851 and other applicable codes, laws, or regulations.

### **C.5.7 FSV Emergency Management**

The Contractor shall comply with the Emergency Management Plan for FSV and assist the ICP contractor if review and revisions are deemed necessary. The Contractor, in coordination with the ICP contractor, shall implement MOUs with local emergency management, law enforcement agencies, and medical facilities. The Contractor shall respond to all emergencies within its facilities and boundaries at FSV.

During daily operations at FSV, the Contractor's on-duty protective force alarm station operator will maintain a single point of contact (Warning Communication Center (WCC) at 208-526-1515) for emergency notification and will have a current emergency notification list.

The Contractor will not be responsible for potential evacuation decisions, however, it will support the evacuation recommendations. The Contractor shall provide input to the ICP contractor as it pertains to FSV security and protection requirements.

### **C.5.8 Property Management**

The Contractor shall manage all government property utilized under this Contract. As of the Contract effective date, the Contractor shall accept the transfer of and accountability for government property and equipment.

This requirement includes government property in the possession or control of subcontractors. The Contractor shall establish and maintain a system for the acquisition, maintenance, and operation of equipment, in accordance with Section I clause FAR 52.245-1 Alt 1 Government Property, DOE Order 580.1A, applicable federal laws and regulations, state and local laws, and property management requirements, to manage Government property in its possession. See Exhibits, Government Property-List of Government Furnished Property (GFP) at FSV and Government Property-Real Property List. The Contractor Personal Property Management System shall be submitted to DOE for review and approval within 90 days of the Contract effective date (see Section J Attachment J-B, List of Deliverables). All GFP under this Contract is furnished on an "as is/ where is" basis.

The Contractor shall coordinate with the ICP 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 of the assets balance in the Contractor's Construction in Process (CIP) accounting records.

The Contractor shall disposition personal property in accordance with the Personal Property Management System, DOE Order 580.1A; and Federal Property Management Regulation 41 CFR part 102-36. The Contractor shall disposition classified equipment and material in accordance

with the requirements of DOE O 580.1A. The Contractor shall identify, control, and disposition high-risk property in accordance with DOE Order 580.1A. The Contractor shall identify, control, and disposition Automatic Data Processing Equipment in accordance with DOE O 580.1A and DOE Order 205.1B. The Contractor shall disposition nuclear-related or proliferation sensitive property in accordance with the requirements of DOE O 580.1A.

#### **C.5.8.1 Personal Property**

The Contractor shall manage all personal property assigned/Government Furnished Equipment (GFE) in accordance with DOE O 580.1A, "Department of Energy Personal Property Management Program." The Contractor shall also routinely input data and maintain the Property Information Database System (PIDS).

#### **C.5.8.2 Replacement of Government Furnished Property**

If authorized by the CO, the replacement of GFP (including spare parts), for which title shall pass to and vest in the Government, shall be reimbursed as a non-fee bearing, direct item of cost under this section of the Contract in accordance with FAR 52.245-1, "Government Property."

#### **C.5.8.3 Government Furnished Property (GFP)**

The ICP Contractor is responsible for providing the Contractor with office space at FSV. Additional space available to the Contractor includes a break room, a locker room, and a fitness facility area. The FSV facility also includes kitchen and restroom facilities. The ICP contractor shall have overall responsibility to maintain the fitness facility, located at FSV for physical fitness training.

The GFP identified in Exhibits Section C.8.0 shall be controlled and maintained by the Contractor and is available for use under this Contract. The GFP identified is being furnished "as-is." The Contractor shall be responsible for inspecting the equipment to ensure the equipment is safe to use and operational in accordance with manufacturer's description.

If any other equipment or supplies are identified at the FSV ISFSI as a result of the joint reconciliation of the Government property inventory, the Contractor shall document and maintain the equipment or supplies as GFP.

DOE-ID will provide an office space at the Willow Creek Building in Idaho Falls, ID for the Contractors use during transition activities

#### **C.5.8.4 Government Spare Parts**

The Contractor shall be responsible for spare parts that are stored at FSV, related to weapons and protective force security equipment.

### **C.5.9 Safety and Quality Program**

#### **C.5.9.1 Emergency Management**

The specific emergency management requirements for FSV is specified in paragraph C.3.2.1. and C.5.7.

The Contractor shall provide the necessary personnel, support, resources, and access to comply with an Emergency Management Program, which is integrated into a single program operated by the INL contractor and coordinated with the ICP contractor. The Emergency Management Program will be compliant with 10 CFR 72.32, "Emergency Plan," and DOE O 151.1C, "Comprehensive Emergency Management System," or its successor directives, and any other relevant NRC directives, laws, and regulations. The Emergency Management Program must be adequate to analyze, plan, and respond to the hazards that are introduced, present, transported, or co-located with the facilities operated by the Contractor.

To maintain a compliant program, the Contractor shall support the ICP contractor, which is responsible for the overall program compliance at FSV.

#### **C.5.9.2 Quality Assurance**

The Contractor shall adopt the ICP contractor's, or obtain approval from DOE-ID for its own NRC-approved Quality Assurance (QA) Program, which is in accordance with DOE/RW-0333P, Revision 10, as included in the NRC license applications (FSV ISFSI Facility License Number SNM-2504), and shall review and revise, if deemed necessary. If the QA Program is revised, the Contractor in coordination with the ICP contractor shall submit its revisions to DOE for approval, prior to implementation. The Contractor shall implement the QA Program through the use of approved, controlled implementing documents. Changes that reduce the effectiveness of QA Program commitments or represent a change per 10 CFR 72.48, "Changes, Tests, and Experiments," shall be submitted to the DOE and the NRC for its review and approval prior to implementation.

##### **C.5.9.2.01 Assessment of Contractor Performance**

DOE and/or NRC may conduct assessments/inspections of the Contractor's overall performance and compliance. The DOE-ID and NRC assessment(s) may include but are not limited to implementing procedures, covering areas such as: (i) initial qualification training and re-qualification records; (ii) testing procedures; (iii) lesson plans; (iv) security incident reports and associated event logs; (v) weekly work shift schedules; (vi) job safety analyses; (vii) post instructions; (viii) security audits performed; (ix) records control; (x) key controls; (xi) firearm inspection, issuance, usage, storage, and removal; (xii) firing range operations; (xiii) drug testing procedures and records; and (ix) quality assurance program; any other record or procedure which provides insight to Contractor's performance.

#### **C.5.9.3 Radiation Protection**

The Contractor shall adopt/comply with the ICP contractor Radiation Protection Program.

#### **C.5.9.4 Waste Management**

The Contractor shall adopt/comply with the ICP contractor, which is responsible for appropriately and compliantly managing all waste that it generates at FSV (e.g. sewage and trash), to include initial characterization and final disposition. Any waste generated at FSV will be handled by the ICP contractor at no cost to the Contractor.

### **C.5.10 Project Management/Support/Administration**

The Contractor shall assist in the performance of all applicable project reviews that may include Independent Project Reviews (IPR's); quarterly project reviews; safety, security, and quality assurance assessments; and periodic reviews of project performance.

#### **C.5.10.01 Submission of Plans and Reports**

The Contractor shall submit to DOE a schedule for submission of all plans and reports required by the Contract within 30 calendar days of NTP for review and comment (see Section J Attachment J-B, List of Deliverables). For documents requiring DOE approval, the schedule shall allow for the submission of a draft document to DOE for review and comment, and a final document for DOE approval. The Contractor shall provide DOE 30 days for review and comment of draft documents, and 60 days for approval of final documents. This schedule shall be updated as part of the Monthly Progress Report specified in Section H.24.

### **C.5.11 Public Affairs/Community Relations**

The Contractor shall support DOE in its interactions with stakeholder and oversight organizations by providing information and technical data, as requested, and supporting tours. The Contractor shall coordinate with the ICP contractor, which shall coordinate the release of all public information with DOE prior to release. Examples of support to be provided by the Contractor include but are not limited to interactions with the following entities: the State of Idaho and/or Colorado; the Tribes; the Citizens Advisory Board (CAB); NRC; and DOE-ID and DOE headquarters offices.

### **C.5.12 Regulatory Interaction**

DOE will conduct and lead all regulatory interactions with the NRC and other regulators. The Contractor and the ICP contractor will coordinate and act as agents for DOE; however, all regulatory interaction with the NRC will be led by DOE.

*Note: It is NRC and DOE policy that any person may contact the NRC with a concern and do not require coordination or approval, DOE highly recommends that concerns first be addressed to the proper level in the management chain.*

The ICP contractor will be the lead agent for site visits, inspections, and submittal of all final changes to NRC License documents at the FSV location. This includes but not limited to changes to the PPP and license amendment requests and documents, required to be screened according to the CFR and/or submitted to DOE or the NRC. The roles and responsibilities will be defined in the Contractor's and ICP contractors interface agreement.

DOE will pay fees with no cost to the Contractor to the NRC in accordance with 10 CFR part 170, "Fees for Facilities, Materials, Import, and Export Licenses, and Other Regulatory Services Under the Atomic Energy Act of 1954, as amended," and 10 CFR parts 171, "Annual Fees for Reactor Licenses and Fuel Cycle Licenses and Materials Licenses, Including Holders of Certificates of Compliance, Registrations, and Quality Assurance Program Approvals and Government Agencies Licensed by the NRC." The Contractor shall support DOE and the ICP contractor with all regulatory interactions in accordance with this PWS. This support shall include the biannual NRC inspections for both safety and security of the FSV license. Separate reports will be issued for safety and security for facility.

### **C.5.13 Information Management**

#### **C.5.13.01 Information Technology and Cyber Security**

The ICP contractor shall manage and maintain a secure automated information system, server operations, and firewall support and all other information technology (IT) support for their missions. The ICP contractor shall provide DOE access to the Contractor's local systems and databases as necessary to support DOE's contractor oversight efforts. The ICP contractor shall also provide a cyber-security program that ensures adequate protection of DOE's IT operations, identifies threats and vulnerabilities, assesses overall risk to the systems, provides incident response and system logging, and mitigates the identified risks. The Contractor is responsible to ensure the coordination with the ICP contractor to comply with all information technology and cyber security programs and/or requirements.

The ICP contractor shall establish necessary MOU's and Interconnection Security Agreements between the INL contractor, DOE-ID, and DOE HQ for any necessary computing services. The Contractor shall review and coordinate on all MOUs and agreements. All parties will accept the responsibility for adhering to DOE Directives, National Policy, and Office of Management and Budget (OMB) guidance. The ICP contractor shall obtain all necessary Federal Information System Management Act (FISMA) system certifications from the INL Site Authorizing Official.

#### **C.5.13.02 Records Management and Document Control**

The ICP contractor shall manage and serve as the record custodian for all records, regardless of media, generated and/or received in the performance of the Contract and those from the Contractor in accordance with the following laws, regulations, and policy: 44 U.S.C. § 21; 44 U.S.C. § 29; 44 U.S.C. § 31; 44 U.S.C. § 33; 44 U.S.C. § 36; 36 CFR Chapter XII, Subchapter B, Records Management; DOE O 243.1 (most current revision), 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-B, List of Deliverables). This scope also includes maintaining vendor data, correspondence control, scientific and technical information, and technical library subscriptions. The Contractor shall define these responsibilities in the Interface Agreement between the Contractor and the ICP contractor.

### **C.5.13.02.1 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. The Contractor shall define these responsibilities in the Interface Agreement between the Contractor and the ICP contractor

### **C.5.13.02.2 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. The Contractor shall define these responsibilities in the Interface Agreement between the Contractor and the ICP contractor

## **C.5.14 Environmental Sustainability**

The Contractor shall support and comply with the ICP contractors' Environmental Sustainability program.

## **C.5.15 Workforce compensation and benefits**

The Contractor shall comply with Service Contract Act throughout the performance of the Contract. The Contractor shall at a minimum provide equivalent compensation and benefits to those that are provided to FSV security personnel at the time of transition. While NRC Staffing requirements must always be maintained, and some variation is expected, all workforce restructuring shall be compliant with DOE Policy.

## **C.6.0 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.

### **C.6.1 Phase Out Activities**

The Contractor shall submit a Phase-Out Transition Plan to include its approach to adequately phasing-out all contract activities. The Phase-Out Transition Plan shall be submitted in accordance with this PWS at least 60 days prior to the end of the Contract performance period (see Section J, Attachment J-B, List of Deliverables).

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

1. 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 Idaho and Colorado site;
2. Communication process among DOE, the Contractor, assigned subcontractors, incumbent employees, and the successor contractor and/or subcontractors;
3. Identification of key transition issues and milestones;
4. Identification of a transition team (inclusive of consultants and teaming members, if any);
5. Approach to minimizing impacts on continuity of operations;
6. Dispute resolution;
7. Transition of programs, plans and projects;
8. Transition and/or modification of necessary permits, which shall include list of permits and purpose;
9. Transition of existing management and operating systems, plans, procedures, programs (e.g., Worker Safety and Health Plan, QA Plan, Occupational Radiation Protection Program, Records Management Program, etc.);
10. Transition of all Contract responsibilities, functions, and activities;
11. Transition of all interface control documents; and
12. Transition of any other documents or records that would be required for a successor contractor to perform duties, adequately and efficiently.

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.

### **C.6.2 Close Out Activities**

The Contractor shall submit a Closeout Plan to document the necessary steps the Contractor shall take to adequately closeout the Contract. The Closeout Plan shall include a schedule of major activities, and shall address at a minimum:

1. Identification of all contract deliverables submitted and accepted. The Contractor shall include the date submitted, DOE acceptance date (if applicable), and status of any remaining open deliverables;
2. Status of all requirements (complete and incomplete) under this Contract;
3. Identification of all subcontracts, along with status of each subcontract's settlement and final payment. The Contractor shall identify for each subcontract under this Contract



- 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;
4. Disposition of government property and equipment;
  5. Status of activities performed in accordance with the Contractor's Records Management Close-Out;
  6. Status of the final invoice and any incurred cost audit; and
  7. Status of the final Contractor Performance Assessment Reporting System (CPARS) report.

The Closeout Plan shall be submitted in accordance with this PWS at least 60 days prior to the end of the Contract period (see Section J, Attachment J-B, List of Deliverables). Final payment may be withheld by DOE until the Contractor completes all necessary activities.

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

#### **C.7.0 DELIVERABLES**

See Section J, Attachment J-B entitled "List of Deliverables."

#### **C.8.0 LIST OF EXHIBITS**

<b>Number</b>	<b>Title</b>	<b>Notes</b>
C-1	Current Nuclear Regulatory Commission (NRC) License for Fort Saint Vrain (FSV) (SNM-2504) and Technical Specifications	
C-2	FSV Safety Analysis Report (available via NRC website)	
C-3	FSV Physical Protection Plan	

		Exhibit will be provided to Contractor upon award.
C-4	NRC Inspection Manual, Inspection Procedure (IP) 81311(available via NRC website)	
C-5	List of Mandatory Site Services	
C-6	Commitments Matrices for the Physical Security Plan at FSV	Exhibit will be provided to Contractor upon award.
C-7	MOUs/IA with Local Emergency Management, Law Enforcement Agencies and Medical Facilities	Exhibit will be provided to Contractor upon award.
C-8	ISFSI Security Contingency Plan	Exhibit will be provided to Contractor upon award.
C-9	Security Training and Qualification Plan	Exhibit will be provided to Contractor upon award.
C-10	Security Lessons Plan(s) & Security Post Instruction(s)	Exhibit will be provided to Contractor upon award.
C-11	National Training Center (NTC) Firearms Lesson Plans used by FSV.	Exhibit will be provided to Contractor upon award.

C-12	Government Property – List of GFP at FSV	Exhibit will be provided upon award.
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